

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pizzeria Uno Corporation		11/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Needham Bank		
Street Address:	214 Garden Street		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02492		
Entity Type:	Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	2056415	CHICAGO BAR & GRILL	
Registration Number:	1646171	CHICKEN THUMBS	
Registration Number:	4979594	GARDEN HARVEST	
Registration Number:	4983753	HOME OF THE ORIGINAL DEEP-DISH PIZZA	
Registration Number:	3757594	NUMERO UNO	
Registration Number:	3426686	NUMERO UNO	
Registration Number:	1613333	NUMERO UNO	
Registration Number:	1314885	PIZZA SKINS	
Serial Number:	90174647	PIZZANINI	
Registration Number:	1143732	PIZZERIA DUE	
Registration Number:	1089458	PIZZERIA UNO	
Serial Number:	88747769	PIZZERIA UNO EXPRESS	
Registration Number:	1639304	PRIORITY LUNCH	
Registration Number:	1863400	SHROOM	
Registration Number:	3178788	SNACK HOURS	
Registration Number:	1404309	SPINOCOLI	
Registration Number:	1780720	SU CASA	
Registration Number:	4151495	UDG	
Registration Number:	4367817	UDG UNO DUÈ GO	

OP \$1015.00 2056415

Property Type	Number	Word Mark
Registration Number:	1846019	UNO EST. 1943 THE ORIGINAL CHICAGO PIZZE
Registration Number:	1615917	UNO
Registration Number:	1928784	UNO
Registration Number:	1329014	UNO
Registration Number:	1757093	UNO
Registration Number:	2561335	UNO AMBER ALE
Registration Number:	2900824	UNO CHICAGO GRILL
Registration Number:	3231293	UNO CHICAGO GRILL
Registration Number:	3240606	UNO CHICAGO GRILL EST. 1943
Registration Number:	3257139	UNO CHICAGO PIZZA
Registration Number:	3291825	UNO DEEP DISH SUNDAE
Registration Number:	3573325	UNO DUE GO
Registration Number:	3376478	UNO EXPRESS
Registration Number:	5132540	UNO INSIDER'S CLUB
Registration Number:	4660778	UNO PIZZERIA & GRILL
Registration Number:	4660850	UNO PIZZERIA & GRILL EST. 1943
Serial Number:	88737130	UNO PRESTO
Registration Number:	3796481	UNO TASTEFULLS
Registration Number:	1586246	UNO'S
Registration Number:	0031394	
Registration Number:	0031393	

CORRESPONDENCE DATA

Fax Number: 6174220383

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: 6174220200

Email: ams@bostonbusinesslaw.com

Correspondent Name: Christopher M. Sacht

Address Line 1: 155 Federal Street, 9th Floor

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Christopher M. Sacht

SIGNATURE: /cms/

DATE SIGNED: 12/01/2020

Total Attachments: 29

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) made as of November 30, 2020 by and between PIZZERIA UNO CORPORATION, a Delaware corporation having an address of 44 Industrial Way, Norwood, MA 02062 (the “Debtor”) and NEEDHAM BANK having an address of 214 Garden Street, Needham, MA 02492 (the “Lender”).

RECITALS

A. On the date hereof, the Debtor is the owner of (i) the United States Trademarks (as hereinafter defined) described on Schedule A annexed hereto and made a part hereof; (ii) the United States Patents (as hereinafter defined) listed on Schedule B hereto and made a part hereof; and (iii) the United States Copyrights (as hereinafter defined) listed on Schedule C hereto and made a part hereof.

B. Reference is hereby made to a certain Credit Agreement dated of even date herewith by and between Uno Restaurant Holdings Corporation, a Delaware corporation having an address of 44 Industrial Way, Norwood, MA 02062 (the “Borrower”) and the Lender (as may be amended, restated, modified or extended from time to time, the “Credit Agreement”), pursuant to which the Lender has made available to the Borrower under the terms and conditions set forth therein certain credit facilities, including a revolving line of credit in the maximum principal amount of \$4,500,000, which includes letter of credit facilities.

C. The obligations of the Borrower to the Lender are evidenced by, among other things a certain Revolving Line of Credit Note dated of even date herewith made payable by the Borrower to the order of the Lender in the maximum principal amount of \$4,500,000.00 (as may be amended, modified, restated or extended from time to time, the “Note”).

D. The Debtor has guaranteed the payment and performance of all of the obligations of the Borrower and the other Loan Parties pursuant to the Note, the Credit Agreement and the other Loan Documents by executing and delivering a Guaranty of even date herewith in favor of the Secured Party (as may be amended, modified, restated or extended from time to time, the “Guaranty”).

E. As a condition precedent to the Lender entering into the Credit Agreement, accepting the Note and agreeing to make credit available to the Borrower, the Lender has required that the Debtor execute and deliver this Agreement.

AGREEMENTS

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the Lender’s agreement to enter into the Credit Agreement and accept the Note from the Borrower, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as collateral security for the full and prompt payment and performance of all the Guaranteed Obligations (as defined in the Guaranty), the Debtor does hereby mortgage and pledge to the Lender

a security interest in, all of its right, title and interest in and to the following: (i) each of the United States Trademarks (as hereinafter defined), together with the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of the Debtor relating to the distribution of products bearing the Trademarks; (ii) each of the United States Patents (as hereinafter defined); (iii) each of the United States Copyrights (as hereinafter defined); (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (v) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); (vi) all license agreements with another person in connection with any of the Trademarks, Patents or Copyrights or such other person's names or trademarks, patents or copyrights, whether the Debtor is a licensor or licensee under any such license agreement listed on Schedule D hereto, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses (the "Licenses"); and (vii) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin, and all proceeds and products of the foregoing (all of the foregoing, the "Collateral").

1. Each capitalized term or phrase used herein and not otherwise defined herein shall have the meaning set forth in the Credit Agreement. As used in this Agreement, unless the context otherwise required:

"Copyrights" and/or "United States Copyrights" shall mean (i) all original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described on Schedule C annexed hereto and made a part hereof and (ii) all extensions or renewals thereof.

"Guaranteed Obligations" shall have the meaning ascribed thereto in the Guaranty.

"Patents" and/or "United States Patents" shall mean (i) all letters patent of the United States and all pending United States patent applications, all right, title and interest therein and thereto, and all recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, all whether now owned or hereafter acquired by the Debtor, including, but not limited to, those described on Schedule B annexed hereto and made a part hereof and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all of the Debtor's rights as licensor thereof.

"Trademarks" and/or "United States Trademarks" shall mean (i) all trademarks, trade names, trade styles, service marks, trade dress or other indicia of trade origin, prints and labels on which said trademarks, trade names, trade styles, and service marks and trade dress have appeared, appears

or which the Debtor has an intent to use, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein, and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or any similar office or agency of the United States or any state thereof, all whether now owned or hereafter acquired by the Debtor, including but not limited to, those described on Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized by and relating thereto, (ii) all renewals thereof and (iii) all licenses thereof granting licensed rights to third parties to the extent permissible under each license.

2. The Debtor hereby represents, warrants, covenants and agrees as follows:

Trademarks:

(a) The Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks set forth on Schedule A hereto, free and clear of any Encumbrance except for the security interest created by this Agreement or any other Loan Document and Permitted Liens. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Collateral, that has not been terminated or released, is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of the Lender relating to this Agreement or any of the other Loan Documents or in favor of holders of Permitted Liens, and the Debtor has not consented to the filing of any document or notice similar in effect, that has not been released or terminated, with the United States Patent and Trademark Office covering all of any part of the Collateral other than as contemplated hereby and thereby.

(b) The Debtor has made all necessary filings and recordings to protect and maintain its interest in the Trademarks, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office. Set forth on Schedule D is a complete and accurate list of the Licenses owned by the Debtor in which the Debtor is a licensor or a licensee, including a notation of any restrictions on the granting of a security interest therein.

(c) Each Trademark registration and application for registration of the Debtor set forth on Schedule A is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to the best of the Debtor's knowledge is valid, registrable and enforceable. Each License of the Debtor identified on Schedule D is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of the Debtor's knowledge is valid and enforceable in accordance with the terms thereof. The Debtor has notified the Lender in writing of all uses of any item of Collateral of which the Debtor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Collateral, other than any such uses that would not have a Material Adverse Change

(d) The Debtor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Collateral that has not been terminated or released, except in favor of the Lender and in favor of holders of

Permitted Liens. The Debtor has not granted any license (other than those listed on Schedule D hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Collateral.

(e) Intentionally Omitted.

(f) Except for those pending opposition and cancellation proceedings listed on Schedule E hereto and the Licenses listed on Schedule D hereto, the Debtor has no knowledge of the existence of any right or any claim of any ownership interest or right to use that is likely to be made with respect to any item of Collateral.

(g) To Debtor's knowledge, no claim has been made and is continuing or threatened that the use by the Debtor of any item of Collateral is invalid or unenforceable or that the use by the Debtor of any Collateral does or may violate the rights of any Person, other than as listed on Schedule E hereto. To the best of the Debtor's knowledge, there is currently no material infringement or unauthorized use of any item of Collateral.

(h) The Debtor uses adequate standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Collateral and has taken all action necessary to ensure that all licensed users of any item of Collateral use such consistent standards of quality.

(i) The Debtor has no knowledge of the existence of any Trademark or License held or claimed by any other Person that would preclude the Debtor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Collateral in the United States (except, in each case, to the extent that the Debtor has granted an exclusive license to another person) or that would interfere with the business of the Debtor as currently carried on under any of the Collateral in the United States.

(j) The Debtor will execute and take steps from time to time to record in the United States Patent and Trademark Office and the United States Copyright Office (so as to grant a security interest to the Lender in the Collateral) the Notices of Security Interest, attached hereto as Exhibits 1, 2 and 3. The Debtor hereby authorizes the Lender to execute in the name of the Debtor and to file one or more financing statements, notices of security interests or similar documents, or of this Agreement with respect to the Collateral. At any time that the Lender may reasonably request, the Debtor shall cooperate with the Lender by executing all other or further documents necessary to effect, at that time, a grant of a security interest in the Collateral, as secured hereunder.

(k) Consistent with the terms and conditions of the Credit Agreement, and except to the extent that the Lender, upon prior written notice of the Debtor, shall consent in writing, the Debtor (either itself or through licensees) will continue to use each Trademark on Schedule A on each and every Trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark (so long as each shall remain such) in full force, free from any claim of abandonment for nonuse, and the Debtor will not (and will not

knowingly permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated unless such act or omission shall be, in the good faith exercise of its best business judgment, in the Debtor's best commercial interests.

Patents:

(l) The Debtor has the sole and full ownership of the entire right, title and interest to each of its Patents shown on Schedule B, which Patents are valid and subsisting and in full force and effect and free and clear of an Encumbrance except for the security interest created by this Agreement or any other Loan Document and Permitted Liens. To the best of the Debtor's knowledge, none of the Patents has been abandoned, dedicated to the public or rendered invalid, and, except to the extent Debtor exercising its best business judgment believes such action to be in its best commercial interest, the Debtor will not do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated to the public and shall notify the Lender immediately if it knows of any reason or has reason to know that any application or letters Patent may become abandoned or dedicated to the public.

(m) Consistent with the exercise of its best business judgment, the Debtor will use its best efforts to prosecute to issuance the applications listed on Schedule B.

(n) There has been no decision adverse to the Debtor's claim of ownership of the Patents, and there is no proceeding involving such claim threatened or pending in the United States Patent and Trademark Office or any similar office or agency of the United States or any state thereof, or any court, except as listed on Schedule E.

(o) To the extent any of the same, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change, the Debtor shall promptly notify the Lender of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any similar office or agency of the United States or any state thereof, or any court, regarding the Debtor's claim of ownership or validity of any of the Patents.

(p) The Debtor is not aware of any claim that would interfere with the right to the exclusive use of or practice of the inventions covered by the Patents, subject only to the Licenses and to Permitted Liens.

Copyrights:

(q) The Debtor is the sole and exclusive owner of the entire right, title and interest to all Copyrights shown on Schedule C and said Copyrights are now valid, subsisting and in full force and effect, free and clear of any Encumbrance except for the security interest created by this Agreement or any other Loan Document and Permitted Liens.

(r) There has been no decision adverse to the Debtor's claim of ownership of the Copyrights, and there is no proceeding involving such claim threatened or pending in the United States Copyright Office or any similar office or agency of the United States or any state thereof, or

any court, except as listed on Schedule E.

(s) To the extent any of the same, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change, the Debtor shall promptly notify the Lender of the institution of, and any adverse determination in, any proceeding in the United States Copyright Office or any similar office or agency of the United States of America or any state thereof or any court, regarding the Debtor's claim of ownership or validity of any of the Copyrights.

(t) The Debtor is not aware of any claim on the Debtor's right to the exclusive use of or practice of the works covered by the Copyrights, subject only to the Licenses and Permitted Liens.

(u) The Debtor will not do any act, or omit to do any act, whereby any of the Copyrights may become abandoned or dedicated to the public, or the remedies available against potential infringers weakened, and shall notify the Lender immediately if it knows of any reason or has reason to know that any Copyright may become abandoned or dedicated to the public unless such act or omission shall be, in the good faith exercise of its best business judgment, in the Debtor's best commercial interests.

General:

(v) In the event the Debtor, either itself or through any agent, employee, licensee or designee, (i) files an application for the registration of any Trademark, Patent or Copyright with the United States Patent and Trademark Office or the United States Copyright Office or (ii) files any notice of security interest on any Trademark, Patent or Copyright the Debtor may acquire from a third party, with the United States Patent and Trademark Office or the United States Copyright Office, the Debtor shall, within five (5) Business Days after such filing, notify the Lender thereof, and, upon request of the Lender, execute and deliver or cause to be delivered any and all instruments, documents, opinions of counsel, certificates and papers as the Lender may request to evidence the Lender's security interest in such Trademark, Patent or Copyright and the goodwill and general intangibles of the Debtor relating thereto or represented thereby, and the Debtor hereby constitutes the Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, such power being coupled with an interest and irrevocable until all Guaranteed Obligations are paid in full in cash and the Credit Agreement is terminated.

(w) The Debtor has the exclusive right and power to grant the security interest herein granted and the Collateral is not now, and at all times hereafter will not be, subject to any liens, mortgages, assignments, security interests or encumbrances of any nature whatsoever except in favor of the Lender and except for Permitted Liens and rights of licensees. None of the Collateral is subject to any other claim other than those identified herein. Except for the consent of U.S. Bank, National Association, as Trustee, and Cortland Capital Market Services, LLC, as Agent, each as a holder of Indebtedness of the Borrower permitted by the Credit Agreement, no consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party in the United States is required either (i) for the grant by the Debtor of the security interest granted hereby or for the execution, delivery or

performance of this Agreement by the Debtor, (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and notices of security interests with the United States Patent and Trademark Office or United States Copyright Office or (iii) for the exercise by the Lender of its rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement.

(x) The Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, except for Licenses existing as of the date hereof and set forth on Schedule D hereto and except for Permitted Liens and otherwise as expressly permitted hereunder or under the Credit Agreement, and nothing in this Agreement shall be deemed a consent by the Lender to any such action except as expressly permitted herein.

(y) As of the date hereof, the Debtor does not own any Trademarks, Patents or Copyrights or have any Trademarks, Patents or Copyrights registered in, or the subject of pending applications in, the United States Patent and Trademark Office or the United States Copyright Office, other than those described in Schedules A, B and C hereto. In the event there are any changes in the Trademarks, Patents or Copyrights which would result in an addition or deletion of an item contained on Schedule A, B or C, the Debtor shall promptly deliver updated Schedules A, B and C showing any such changes in the Trademarks, Patents or Copyrights owned by the Debtor.

(z) The Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or, with respect to Trademarks, in any similar office or agency of the United States or any state thereof, to maintain each application and registration of the Trademarks, Patents and Copyrights including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication to the public, abandonment or invalidation is permitted hereunder or under the Credit Agreement).

(aa) The Debtor assumes all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights and the Debtor hereby indemnifies and holds the Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by the Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Debtor (or any affiliate or subsidiary thereof). The Debtor agrees that the Lender has not assumed any responsibility for the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract, and the Debtor hereby agrees to indemnify and hold the Lender harmless with respect to any and all claims by any Person relating thereto.

(bb) The Lender may, in its sole discretion, pay any amount or do any act required of the Debtor hereunder or requested by the Lender to preserve, defend, protect, maintain, record or enforce the Debtor's obligations contained herein, the Guaranteed Obligations, the Collateral, or the

right, title and interest granted to the Lender herein, and which the Debtor fails to do or pay, and any such payments shall be deemed an advance by the Lender to the Debtor, and shall be payable on demand together with interest at the highest rate then payable on the Guaranteed Obligations.

(cc) Unless an Event of Default shall have occurred and be continuing, the Debtor shall have sole discretion in making the decision to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for patent infringement, trademark or service mark infringement, unfair competition, dilution, copyright infringement, oppositions or cancellations or other damages, as are in the good faith exercise of its best business judgment necessary to protect the Trademarks, Patents or Copyrights and registrations therefor, including, with respect to the Debtor, those set forth in Schedules A, B and C. The Debtor shall promptly notify the Lender in writing as to the commencement and prosecution of any such actions or proceedings relating to the Trademarks, Patents or Copyrights and the registrations therefor and shall provide to the Lender such information with respect thereto as the Lender may request. The Debtor shall not approve any settlement of any such actions or proceedings unless such settlement shall be, in the good faith exercise of its best business judgment, in the Debtor's best commercial interests; provided that upon and during the continuance of a Default or Event of Default, all such settlements shall be subject to the prior approval of the Lender.

(dd) All Licenses which the Debtor has granted to third parties as of the date hereof are set forth on Schedule D hereto.

(ee) The Debtor shall, to the extent it deems reasonable in its best business judgment, use proper statutory notice in connection with its use of each of its Trademarks, Patents and Copyrights.

(ff) If any event occurs with respect to the Collateral which could be reasonably likely to result in a Material Adverse Change, the Debtor shall take all steps which it and the Lender deem appropriate under the circumstances to preserve and protect the Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with the Collateral at a level consistent with the quality and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of said Collateral use consistent standards of quality.

(gg) In the event that the Debtor becomes aware that any item of the Collateral is materially infringed or misappropriated by a third party, the Debtor shall promptly notify the Lender and shall take such actions as the Debtor and the Lender deem appropriate under the circumstances to protect such Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by the Debtor.

3. During the continuance of an Event of Default, in addition to all other rights and remedies of the Lender, whether under law, the Credit Agreement, any other Loan Documents, or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, the Debtor, the Lender shall have the following rights and remedies: (a) upon ten (10) Business

Days' prior notice to the Debtor, the Debtor shall not make any further use of the Trademarks, Patents or Copyrights or any mark similar thereto for any purposes other than the continued operation of Debtor's business in the ordinary course; (b) the Lender may, at any time and from time to time, upon ten (10) Business Days prior notice to the Debtor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademarks, Patents or Copyrights throughout the world for such term or terms, on such conditions, and in such manner, as the Lender shall in its sole discretion determine; (c) the Lender may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Debtor in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any license agreement thereof, and the Debtor hereby releases the Lender from, and agrees to hold the Lender free and harmless from and against any claims arising out of any action taken or omitted to be taken with respect to any such license agreement; (d) the Lender may, at any time and from time to time, upon ten (10) Business Days' prior notice to the Debtor, assign, sell or otherwise dispose of the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Lender shall, in its sole discretion, deem appropriate or proper; and (e) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to subparagraph 3(d) hereof, the Lender may, at any time, pursuant to the authority granted pursuant to paragraph 4 hereof (such authority being effective only during the continuance of an Event of Default), execute and deliver on behalf of the Debtor, one or more instruments of assignment of the Trademarks, Patents or Copyrights, if any (or any application or registration thereof), in form suitable for filing, recording or registration in the United States Patent and Trademark Office and United States Copyright Office. The Debtor agrees to pay when due all reasonable costs incurred in any such transfer of the Trademarks, Patents or Copyrights, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Guaranteed Obligations. The Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by the Lender, and then to the Guaranteed Obligations, in such order as the Lender may determine in its sole discretion; and the Debtor shall remain liable and will pay the Lender on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Guaranteed Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Lender to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, during the continuance of an Event of Default, the Debtor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Trademarks, Patents or Copyrights, and its customer lists and other records relating to the Trademarks, Patents or Copyrights and to the distribution of said products, to the Lender or its designee.

4. The Debtor hereby constitutes the Lender its attorney-in-fact, with power of substitution, such power being coupled with an interest and irrevocable until all Guaranteed Obligations are paid in full in cash and the Credit Agreement is terminated, exercisable, however, only during the continuance of an Event of Default, to execute and file all such instruments of

assignment and other writings as are necessary for the assignment, sale or other disposal of the Trademarks and related goodwill, Patents and Copyrights pursuant to paragraphs 3(d) and (e) hereof, all acts of such attorney being hereby ratified and confirmed, and the Debtor hereby releases the Lender from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under said power of attorney granted herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of the Lender.

5. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and executed by the parties hereto. The execution and delivery of this Agreement has been authorized by the Board of Directors of the Debtor. This Agreement shall be binding upon the successors, assigns or other legal representatives of the Debtor, and shall, together with the rights and remedies of the Lender hereunder, inure to the benefit of the Lender, its respective successors, assigns or other legal representatives. This Agreement, the Guaranteed Obligations and the Collateral shall be governed in all respects by the laws of the United States and the laws of The Commonwealth of Massachusetts, without regard to the conflicts of law provisions therein. The Debtor hereby submits to the nonexclusive jurisdiction of the courts of The Commonwealth of Massachusetts and the federal courts of the United States of America located in such state in any action or proceeding arising under this Agreement. If any term of this Agreement shall be held invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.

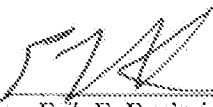
6 THE DEBTOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS, CONTEMPLATED HEREBY OR THE ACTIONS OF THE BANK IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[Remainder of page intentionally blank; Signature pages to follow]

IN WITNESS WHEREOF, the Debtor and the Lender have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

DEBTOR:

PIZZERIA UNO CORPORATION

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

LENDER:

NEEDHAM BANK

By: _____
Name: Brian A. Sutton
Title: Senior Vice President

IN WITNESS WHEREOF, the Debtor and the Lender have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

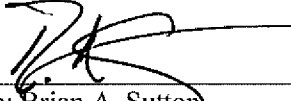
DEBTOR:

PIZZERIA UNO CORPORATION

By: _____
Name: Erik E. Frederick
Title: President & Chief Financial Officer

LENDER:

NEEDHAM BANK

By:  _____
Name: Brian A. Sutton
Title: Senior Vice President

**SCHEDULE A
TRADEMARKS**

Trademark	Matter No.	Country	App. No.	Reg. No.	Status	Filing Date	Reg. Date	Next Renewal Date	Class
CHICAGO BAR & GRILL	P2010.20240US00	United States of America	74666695	2056415	Registered	27-Apr-1995	22-Apr-1997	22-Apr-2027	42 Int.
CHICKEN THUMBS	P2010.20232US00	United States of America	74407613	1646171	Registered	09-Apr-1990	28-May-1991	28-May-2021	29 Int.
GARDEN HARVEST	P2010.20377US00	United States of America	\$6627669	4979594	Registered	13-May-2015	14-Jun-2016	14-Jun-2026	30 Int.
HOME OF THE ORIGINAL DEEP-DISH PIZZA	P2010.20374US00	United States of America	\$6232298	4983753	Registered	26-Mar-2014	21-Jun-2016	21-Jun-2026	43 Int.
NUMERO UNO	P2010.20352US00	United States of America	77818098	3757594	Registered	02-Sep-2009	09-Mar-2010	09-Mar-2029	30 Int.
NUMERO UNO	P2010.20345US00	United States of America	77294939	3426666	Registered	03-Oct-2007	13-May-2008	13-Mar-2028	30 Int.
NUMERO UNO	P2010.20252US00	United States of America	73819039	1613333	Registered	14-Aug-1989	11-Sep-1990	11-Sep-2020	42 Int.
PIZZA SKINS	P2010.20202US00	United States of America	73432033	1314885	Registered	27-Jul-1983	15-Jan-1985	15-Jan-2025	29 Int.
PIZZANINI	P2010.20384US00	United States of America	90074647		Pending	11-Sep-2020			30 Int.
PIZZERIA DIE	P2010.20212US00	United States of America	73156167	1143732	Registered	23-Jan-1978	16-Dec-1980	16-Dec-2020	42 Int.
PIZZERIA UNO EXPRESS	P2010.20211US00	United States of America	73128692	1089458	Registered	26-May-1977	11-Apr-1978	11-Apr-2028	42 Int.
PRIORITY LUNCH	P2010.20222US00	United States of America	\$88747769		Allowed	06-Jan-2020			43 Int.
SHRDOM	P2010.20251US00	United States of America	74428185	1639304	Registered	26-Jan-1989	26-Mar-1991	26-Mar-2021	42 Int.
SNACK HOURS	P2010.20324US00	United States of America	78732392	1863400	Registered	24-Aug-1993	15-Nov-1994	15-Nov-2024	30 Int.
SPINOCOLI	P2010.20206US00	United States of America	73578388	3178788	Registered	13-Oct-2005	28-Nov-2006	28-Nov-2026	43 Int.
ST. CASA	P2010.20244US00	United States of America	74272745	1404309	Registered	21-Jan-1986	05-Aug-1986	05-Aug-2026	30 Int.
THINNY	P2010.20382US00	United States of America	\$8505462	1780720	Registered	02-Nov-1992	06-Jul-1993	06-Jul-2023	42 Int.
UDG UNO DIE GO LOGO	P2010.20365US00	United States of America	\$8298064	4151495	Suspended	08-Jul-2019	29-May-2012	29-May-2022	43 Int.
UNO (AND DESIGN)	P2010.20247US00	United States of America	\$83779191	4367817	Registered	29-Apr-2011	16-Jul-2013	16-Jul-2023	43 Int.
UNO	P2010.20281US00	United States of America	74414074	1846019	Registered	19-Jul-1993	19-Jul-1994	19-Jul-2024	42 Int.
UNO	P2010.20282US00	United States of America	73814689	1615917	Registered	25-Jul-1989	02-Oct-1990	02-Oct-2020	30 Int.
UNO	P2010.20229US00	United States of America	744026477	1928784	Registered	06-Feb-1990	24-Oct-1995	24-Oct-2025	25 Int.
UNO	P2010.20239US00	United States of America	73246044	1329014	Registered	18-Jan-1982	02-Apr-1985	02-Apr-2025	42 Int.
UNO AMBER ALE	P2010.20283US00	United States of America	74294454	1757093	Registered	15-Jul-1992	09-Mar-1993	09-Mar-2023	30 Int.
UNO CHICAGO GRILL	P2010.20283US00	United States of America	760996861	2561335	Registered	26-Jul-2000	16-Apr-2002	16-Apr-2022	32 Int.
UNO CHICAGO GRILL (AND DESIGN)	P2010.20292US00	United States of America	78261237	2900824	Registered	11-Jun-2003	02-Nov-2004	02-Nov-2024	43 Int.
UNO CHICAGO GRILL EST. 1943	P2010.20317US00	United States of America	786658295	3231293	Registered	25-Jun-2005	17-Apr-2007	17-Apr-2027	43 Int.
UNO CHICAGO PIZZA	P2010.20316US00	United States of America	78656973	3240606	Registered	23-Jun-2005	08-May-2007	08-May-2027	43 Int.
UNO DEEP DISH SINDAE	P2010.20302US00	United States of America	78776927	3257139	Registered	20-Dec-2005	26-Jun-2007	26-Jun-2027	43 Int.
UNO DIE GO	P2010.20339US00	United States of America	78713840	3291825	Registered	15-Sep-2005	11-Sep-2007	11-Sep-2027	30 Int.
UNO EXPRESS	P2010.20314US00	United States of America	77194230	3573235	Registered	31-May-2007	10-Feb-2009	10-Feb-2029	43 Int.
UNO INSIDERS CLUB	P2010.20378US00	United States of America	786653329	3576478	Registered	19-May-2005	29-Jan-2008	29-Jan-2028	43 Int.
UNO PIZZERIA & GRILL	P2010.20369US00	United States of America	\$7000937	5132540	Registered	06-Jun-2016	31-Jan-2017	31-Jan-2027	35 Int.
UNO PIZZERIA & GRILL EST. 1943 (AND DESIGN)	P2010.20371US00	United States of America	\$6092268	4660778	Registered	15-Oct-2013	23-Dec-2014	23-Dec-2024	43 Int.
UNO PIZZERIA & GRILL EST. 1943 (AND DESIGN)	P2010.20371US00	United States of America	\$60116043	4660850	Registered	12-Nov-2013	23-Dec-2014	23-Dec-2024	43 Int.
UNO PRESTO	P2010.20383US00	United States of America	\$88737130		Allowed	23-Dec-2019			43 Int.
UNO TASTERFULLS	P2010.20347US00	United States of America	77555652	3796481	Registered	31-Jul-2008	01-Jun-2010	01-Jun-2030	29 Int., 30 Int.
UNOS	P2010.20232US00	United States of America	73812617	1586246	Registered	14-Jul-1989	06-Mar-1990	06-Mar-2030	42 Int.
UNO (AND DESIGN)	P2010.20201VE01	United States of America	1497407237	\$401501	Registered	16-Apr-1997	10-Sep-1999	10-Sep-2024	42 Int.
UNO (AND DESIGN)	P2010.20201VE00	United States of America	15150101	P-245822	Registered	21-Aug-2001	22-Aug-2003	22-Aug-2028	30 Int.
PIZZERIA UNO	P2010.20211VN00	United States of America	33945	31394	Registered	10-May-1997	06-Jul-1999	10-May-2027	42 Int.
UNO	P2010.20201VN00	United States of America	33944	31393	Registered	10-May-1997	06-Jul-1999	10-May-2027	42 Int.

SCHEDULE B

PATENTS

None

SCHEDULE C

COPYRIGHTS

- Registration Number: TX-2-023-861; Title: Pizzeria Uno restaurant & bar; Claimant: Pizzeria Uno Corporation; Created: 1983; Published: April 17, 1983; Registered: April 17, 1987; Title on copyright application: Pizzeria Uno menu
- Registration Number: TX-2-053-856; Title: Pizzeria Uno restaurant & bar; Claimant: Pizzeria Uno Corporation; Created: 1987; Published: April 20, 1987; Registered: April 17, 1987; Title on copyright application: Pizzeria Uno menu; Claim Limit: New matter: Illustration, editorial revisions, compilation, text, artwork

SCHEDULE D

LICENSE AGREEMENTS

The following is a list of Uno Express License Agreements which have been signed between Pizzeria Uno Corporation and the Company listed below:

Name of Company	Company Address
Latin Market One Foods Corp	285 Passaic Street, Suite 8, Hackensak, NJ 145 Pelican Dunes Drive, Ormand Beach, Florida
Lighthouse Island Dog Tewell Corporation	7041 Truckworks BLVD, Hubbard, Ohio
Stop n Go	3184 Flynn Rd. Dothan, AL 36303
Honeysuckle	653 Honeysuckle Rd. Dothan, AL 36305
Exprezit	7729 Hwy 52 E Webb, AL 36376
SUNCOR ENERGY SALES, INC	47 Nottingham Road Avon, CO 81620
SUNCOR ENERGY SALES, INC	5350 Wadsworth Bypass Arvada, CO 80002
SUNCOR ENERGY SALES, INC	2715 S Santa Fe Dr. Englewood, CO 80110
SUNCOR ENERGY SALES, INC	1812 US Hwy 50 Pueblo, CO 81008
Dayhill Coffee & Market	1001 Dayhill Rd. Windsor, CT 06095
Energy North Group	318 Main Street Groton, MA 01450
Joe's Gas	245 Cape Highway East Taunton, MA 02718
Baesler's	2900 Poplar St #2661, Terre Haute, IN 47803

The following is a License Agreement which has been signed between Pizzeria Uno Corporation and the Company listed below:

Frank M. Baroudi (PURO Uno)	511 Lake Louise Cir., Apt. 201, Naples, FL 34110- 8656
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SCHEDULE E

PENDING OPPOSITIONS AND
CANCELLATION PROCEEDINGS

None.

EXHIBIT 1

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, PIZZERIA UNO CORPORATION, a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Needham Bank (herein referred to as "Assignee") pursuant to that certain Guaranty dated the date hereof made by Assignor in favor of Assignee (as amended, the "Guaranty") and has entered into a certain Intellectual Property Security Agreement dated the date hereof (the "Agreement") with Assignee: and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of all Guaranteed Obligations (as defined in the Guaranty).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Guaranteed Obligations now or hereafter owing by the Assignor.

Intellectual Property Security Agreement (Pizzeria Uno)

Exhibit 1

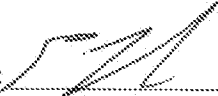
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in, and mortgage on, the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 214 Garden Street, Needham, MA 02492.

[Signature on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer hereunto duly authorized as of the 30th day of November, 2020.

PIZZERIA UNO CORPORATION

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

Trademark	Matter No.	Country	App. No.	Reg. No.	Status	Filing Date	Reg. Date	Next Renewal Date	Class
CHICAGO BAR & GRILL	P2010.20240US00	United States of America	74666695	2056415	Registered	27-Apr-1995	22-Apr-1997	22-Apr-2027	42 Int.
CHICKEN THUMBS	P2010.20232US00	United States of America	74047613	1646171	Registered	09-Apr-1990	28-May-1991	28-May-2021	29 Int.
GARDEN HARVEST	P2010.20377US00	United States of America	\$6627669	4979594	Registered	13-May-2015	14-Jun-2016	14-Jun-2026	30 Int.
HOME OF THE ORIGINAL DEEP-DISH PIZZA	P2010.20374US00	United States of America	\$6232298	4983753	Registered	26-Mar-2014	21-Jun-2016	21-Jun-2026	43 Int.
NUMERO UNO	P2010.20352US00	United States of America	77818098	3757594	Registered	02-Sep-2009	09-Mar-2010	09-Mar-2029	30 Int.
NUMERO UNO	P2010.20345US00	United States of America	77294939	3426686	Registered	03-Oct-2007	13-May-2008	13-Mar-2028	30 Int.
NUMERO UNO	P2010.20252US00	United States of America	73819039	1613333	Registered	14-Aug-1989	11-Sep-1990	11-Sep-2020	42 Int.
PIZZA SKINS	P2010.20202US00	United States of America	73432035	1314885	Registered	27-Jun-1983	15-Jan-1985	15-Jan-2025	29 Int.
PIZZANINI	P2010.20384US00	United States of America	90074647		Pending	11-Sep-2020			30 Int.
PIZZERIA DIE	P2010.20212US00	United States of America	73156167	1143732	Registered	23-Jan-1978	16-Dec-1980	16-Dec-2020	42 Int.
PIZZERIA UNO EXPRESS	P2010.20211US00	United States of America	73128092	1089458	Registered	26-May-1977	11-Apr-1978	11-Apr-2028	42 Int.
PRIORITY LUNCH	P2010.20222US00	United States of America	\$88747769		Allowed	06-Jan-2020			43 Int.
SHRDOM	P2010.20251US00	United States of America	74428185	1863400	Registered	24-Aug-1993	26-Mar-1991	26-Mar-2021	42 Int.
SNACK HOURS	P2010.20324US00	United States of America	78732392	3178788	Registered	13-Oct-2005	15-Nov-1994	15-Nov-2024	30 Int.
SPINOCOLI	P2010.20206US00	United States of America	73578388	1404309	Registered	21-Jan-1986	28-Nov-2006	28-Nov-2026	43 Int.
ST. CASA	P2010.20244US00	United States of America	74237245	1780720	Registered	02-Nov-1992	05-Aug-1986	05-Aug-2026	30 Int.
THINNY	P2010.20382US00	United States of America	\$8505462		Suspended	08-Jul-2019	06-Jul-1993	06-Jul-2023	42 Int.
UDG UNO DIE GO LOGO	P2010.20365US00	United States of America	\$8298064	4151495	Registered	29-Apr-2011	29-May-2012	29-May-2022	43 Int.
UNO (AND DESIGN)	P2010.20247US00	United States of America	\$83779191	4367817	Registered	14-Nov-2012	16-Jul-2013	16-Jul-2023	43 Int.
UNO (AND DESIGN)	P2010.20281US00	United States of America	74414074	1846019	Registered	19-Jul-1993	19-Jul-1994	19-Jul-2024	42 Int.
UNO	P2010.20282US00	United States of America	73814689	1615917	Registered	25-Jul-1989	02-Oct-1990	02-Oct-2020	30 Int.
UNO	P2010.20229US00	United States of America	74026477	1928784	Registered	06-Feb-1990	24-Oct-1995	24-Oct-2025	25 Int.
UNO	P2010.20239US00	United States of America	73246044	1329014	Registered	18-Jan-1982	02-Apr-1985	02-Apr-2025	42 Int.
UNO AMBER ALE	P2010.20283US00	United States of America	74294454	1757093	Registered	15-Jul-1992	09-Mar-1993	09-Mar-2023	30 Int.
UNO CHICAGO GRILL	P2010.20283US00	United States of America	760996861	2561335	Registered	26-Jul-2000	16-Apr-2002	16-Apr-2022	32 Int.
UNO CHICAGO GRILL (AND DESIGN)	P2010.20292US00	United States of America	78261237	2900824	Registered	11-Jun-2003	02-Nov-2004	02-Nov-2024	43 Int.
UNO CHICAGO GRILL EST. 1943	P2010.20317US00	United States of America	786658295	3231293	Registered	25-Jun-2005	17-Apr-2007	17-Apr-2027	43 Int.
UNO CHICAGO PIZZA	P2010.20316US00	United States of America	786656973	3240606	Registered	23-Jun-2005	08-May-2007	08-May-2027	43 Int.
UNO DEEP DISH STEINAE	P2010.20325US00	United States of America	78776927	3257139	Registered	20-Dec-2005	26-Jun-2007	26-Jun-2027	43 Int.
UNO DIE GO	P2010.20320US00	United States of America	78713840	3291825	Registered	15-Sep-2005	11-Sep-2007	11-Sep-2027	30 Int.
UNO EXPRESS	P2010.20319US00	United States of America	77194230	3573235	Registered	31-May-2007	10-Feb-2009	10-Feb-2029	43 Int.
UNO INSIDERS CLUB	P2010.20314US00	United States of America	786653329	3576478	Registered	19-May-2005	29-Jan-2008	29-Jan-2028	43 Int.
UNO PIZZERIA & GRILL	P2010.20378US00	United States of America	\$7000937	5132540	Registered	06-Jun-2016	31-Jan-2017	31-Jan-2027	35 Int.
UNO PIZZERIA & GRILL EST. 1943 (AND DESIGN)	P2010.20369US00	United States of America	\$6092268	4660778	Registered	15-Oct-2013	23-Dec-2014	23-Dec-2024	43 Int.
UNO PIZZERIA & GRILL EST. 1943 (AND DESIGN)	P2010.20371US00	United States of America	\$60116043	4660850	Registered	12-Nov-2013	23-Dec-2014	23-Dec-2024	43 Int.
UNO PRESTO	P2010.20383US00	United States of America	\$88737130		Allowed	23-Dec-2019			43 Int.
UNO TASTERFULLS	P2010.20347US00	United States of America	77555652	3796481	Registered	31-Jul-2008	01-Jun-2010	01-Jun-2030	29 Int., 30 Int.
UNOS	P2010.20232US00	United States of America	73812617	1586246	Registered	14-Jul-1989	06-Mar-1990	06-Mar-2030	42 Int.
UNO (AND DESIGN)	P2010.20201VE01	United States of America	1497407237	\$4010301	Registered	16-Apr-1997	10-Sep-1999	10-Sep-2024	42 Int.
UNO (AND DESIGN)	P2010.20201VE00	United States of America	15150101	P-245832	Registered	21-Aug-2001	22-Aug-2003	22-Aug-2028	30 Int.
PIZZERIA UNO	P2010.20211VN00	United States of America	33945	31394	Registered	10-May-1997	06-Jul-1999	10-May-2027	42 Int.
UNO	P2010.20201VN00	United States of America	33944	31393	Registered	10-May-1997	06-Jul-1999	10-May-2027	42 Int.

EXHIBIT 2

NOTICE OF SECURITY INTEREST

(IN U.S. PATENTS)

WHEREAS, PIZZERIA UNO CORPORATION, a Delaware corporation having an address of 44 Industrial Way, Norwood, MA 02062 (herein referred to as "Assignor"), owns the letters patent and/or applications for letters patent of the United States, more particularly described on Schedule 1 annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor is obligated to Needham Bank (herein referred to as "Assignee") pursuant to that certain Guaranty dated the date hereof made by Assignor in favor of Assignee (as amended, the "Guaranty") and has entered into an Intellectual Property Security Agreement dated the date hereof (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of all Guaranteed Obligations (as defined in the Guaranty).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Guaranteed Obligations now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of

Assignee with respect to the security interest in, and mortgage on, the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as is fully set forth herein.

Assignee's address is 214 Garden Street, Needham, MA 02492.

[Signature on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be
duly executed by its officer hereunto duly authorized as of the ____ day of _____, 2020.

[SEAL]

PIZZERIA UNO CORPORATION

By: _____

Name: Erik E. Frederick

Title: President & Chief Financial Officer

SCHEDULE 1

PIZZERIA UNO CORPORATION

PATENTS

None.

EXHIBIT 3

NOTICE OF SECURITY INTEREST

(IN U.S. COPYRIGHTS)

WHEREAS, Pizzeria Uno Corporation, a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the copyrights listed on the annexed Schedule 1, which copyrights are registered in the United States Copyright Office, or are applications pending in the United States Copyright Office (the "Copyrights");

WHEREAS, Assignor is obligated to Needham Bank (herein referred to as "Assignee") pursuant to that certain Guaranty dated the date hereof made by Assignor in favor of Assignee (as amended, the "Guaranty") and has entered into that certain Intellectual Property Security Agreement dated the date hereof (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights (the "Collateral"), to secure the prompt payment, performance and observance of all Guaranteed Obligations (as defined in the Guaranty).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Guaranteed Obligations now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of

Assignee with respect to the grant of security interest in, and mortgage on, the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 214 Garden Street, Needham, MA 02492.

[Signature on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be
duly executed by its officer hereunto duly authorized as of the 30th day of November, 2020.

PIZZERIA UNO CORPORATION

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

SCHEDULE 1

PIZZERIA UNO CORPORATION

COPYRIGHTS

- Registration Number: TX-2-023-861; Title: Pizzeria Uno restaurant & bar; Claimant: Pizzeria Uno Corporation; Created: 1983; Published: April 17, 1983; Registered: April 17, 1987; Title on copyright application: Pizzeria Uno menu
- Registration Number: TX-2-053-856; Title: Pizzeria Uno restaurant & bar; Claimant: Pizzeria Uno Corporation; Created: 1987; Published: April 20, 1987; Registered: April 17, 1987; Title on copyright application: Pizzeria Uno menu; Claim Limit: New matter: Illustration, editorial revisions, compilation, text, artwork