

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623682

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Villa Holding, LLC		01/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Peapack-Gladstone Bank
Street Address:	500 Hills Drive
Internal Address:	Suite 300, P.O. Box 700
City:	Bedminster
State/Country:	NEW JERSEY
Postal Code:	07921
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3297462	CASA JAVA
Registration Number:	3174944	CUPINO
Registration Number:	4540478	FAR EAST ASIAN FIRE
Registration Number:	5499425	FIGS & MOZZARELLA
Registration Number:	1145334	FOR THE SLICE OF YOUR LIFE
Registration Number:	3269563	GEORGE & MARTHA'S AMERICAN GRILLE
Registration Number:	3952619	MO' BURGER
Serial Number:	87807032	PIATTINO A NEIGHBORHOOD BISTRO
Registration Number:	5727842	PIATTINO OVEN FIRED PIZZA
Registration Number:	4813357	SALUTE FOR SLICES
Registration Number:	4569816	SUKOTTO JAPANESE GRILL
Registration Number:	4165423	THE MARKET BY VILLA
Registration Number:	2050785	THE OFFICE BEER BAR & GRILL
Registration Number:	4606897	THE OFFICE TAVERN GRILL
Registration Number:	4567085	TINTA MEXICANA
Registration Number:	5166094	TONY + BENNY'S
Registration Number:	2047089	VERY VILLA, VERY GOOD
Registration Number:	4494987	VILLA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3146774	VILLA FRESH ITALIAN KITCHEN
Registration Number:	4269655	VILLA ITALIAN KITCHEN
Registration Number:	1401644	VILLA PIZZA
Registration Number:	1749093	VILLA PIZZA
Registration Number:	1699602	VILLA PIZZA
Registration Number:	3316626	VILLA PIZZA · PASTA STROMBOLI · SALADS
Registration Number:	2953696	VILLA PIZZA A NEW YORK ORIGINAL SINCE 19
Registration Number:	1827830	VILLA PIZZA DELICIOUS ITALIAN FOOD FROMO
Registration Number:	2897496	VILLA PIZZA PASTA STROMBOLI PIZZA SALADS
Registration Number:	5028417	VRG VILLA RESTAURANT GROUP
Registration Number:	1116492	COZZOLI'S

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/tedmulligan/
DATE SIGNED:	02/01/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of January 29, 2021, is made by VILLA HOLDING, LLC, a Delaware limited liability company ("**Grantor**") in favor of PEAPACK-GLADSTONE BANK, a New Jersey banking corporation ("**Secured Party**").

WHEREAS, Grantor and certain of its affiliates have entered into a Loan and Security Agreement dated as of July 11, 2019 (as may be modified, amended, restated, replaced and/or extended, the "**Loan Agreement**"), with Secured Party; and

WHEREAS, under the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Secured Party.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Loan

Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VILLA HOLDING, LLC

By: _____

Name: Antonio Scotto

Title: Managing Member

Address for Notices:

25 Washington Street,
Morristown, New Jersey 07960

AGREED TO AND ACCEPTED:

PEAPACK-GLADSTONE BANK

By: _____

Name: _____

Title: _____

Address for Notices:

500 Hills Drive, Suite 300
P.O. Box 700
Bedminster, New Jersey 07921-0700

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VILLA HOLDING, LLC

By: _____

Name: Antonio Scotto

Title: Managing Member

Address for Notices:

25 Washington Street,
Morristown, New Jersey 07960

AGREED TO AND ACCEPTED:

PEAPACK-GLADSTONE BANK

By: Patrick R Brocker

Name: Patrick R. Brocker


Title: Senior Managing Director

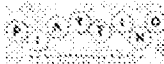
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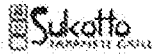

500 Hills Drive, Suite 300
P.O. Box 700
Bedminster, New Jersey 07921-0700




SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS




#	Mark	Jurisdiction	Registration/ Serial Number	Date Of Registration	Status Of Section 8/15 Filing	Current Renewal Date	Goods
1	<u>CASA JAVA</u>	US Federal	RN: 3297462 SN: 78812535	September 25, 2007	SECT 15. SECT 8 (6- YR). SECTION 8(10-YR) 20171013.	September 25, 2027	(Int'l Class: 43) coffee shops
2	<u>COZZOLI'S</u> (Stylized) cozzoli's	US Federal	RN: 1116492 SN: 73134338	April 10, 1979	N/A - Cancelled.	N/A - Cancelled	(Int'l Class: 42) restaurant services
3	<u>CUPINO</u>	US Federal	RN: 3174944 SN: 78456564	November 21, 2006	SECT 15. SECT 8 (6- YR). SECTION 8(10-YR) 20160915.	November 21, 2026	(Int'l Class: 29) [italian sausage.] sausage and bacon used as pizza toppings, meat, namely, pepperoni, meatballs, [quartered ham.] and quick blanched frozen mushrooms (Int'l Class: 30) pizza sauce. lasagna sheets [, spaghetti

							and penne pasta]
4	<u>FAR EAST ASIAN</u> <u>FIRE and Design</u> 	US Federal	RN: 4540478 SN: 86013092	May 27, 2014	Nov. 16, 2020 TEAS SECTION 8 & 15 RECEIVED	May 27, 2024	(Int'l Class: 43) restaurant services
5	<u>FIGS &</u> <u>MOZZARELLA</u>	US Federal	RN: 5499425 SN: 87553163	June 19, 2018	N/A - not filed yet	June 19, 2028	(Int'l Class: 43) restaurant services; restaurant services, including sit- down service of food and take-out restaurant services; bar services; catering services; providing social meeting, banquet and social function facilities
6	<u>FOR THE SLICE</u> <u>OF YOUR LIFE</u>	US Federal	RN: 1145334 SN: 73194698	December 30, 1980	SECT 15, SECT 8 (6- YR), SECTION 8(10-YR) 20100512.	December 30, 2020	(Int'l Class: 42) restaurant services
7	<u>GEORGE &</u> <u>MARTHA'S</u> <u>AMERICAN</u>	US Federal	RN: 3269563 SN: 78628800	July 24, 2007	SECT 15, SECT 8 (6- YR).	July 24, 2027	(Int'l Class: 43)

	<u>GRILLE</u>				SECTION 8(10-YR) 20170106.		restaurant services
8	<u>MOY BURGER</u>	US Federal	RN: 3952619 SN: 85059151	April 26, 2011	SECT 15. SECT 8 (6- YR).	April 26, 2021	(Int'l Class: 43) restaurant services
9	<u>PIATTINO A NEIGHBORHOOD BISTRO and Design</u> 	US Federal	SN: 87807032	Oct. 29, 2019	N/A - not filed yet	Oct. 29, 2029	(Int'l Class: 43) bar services; catering services; food preparation services; preparation of food and beverages
10	<u>PIATTINO OVEN FIRED PIZZA</u>	US Federal	RN: 5727842 SN: 88125682	April 16, 2019	N/A - not filed yet	April 16, 2029	(Int'l Class: 43) Bar services; Catering services; Food preparation services; Preparation of food and beverages; Fast casual restaurants; Restaurant services, featuring pizza and Italian foods
11	<u>SALUTE FOR SLICES</u>	US Federal	RN: 4813357 SN: 85970876	September 15, 2015	N/A - not filed yet	September 15, 2025	(Int'l Class: 41) entertainment services, namely,

							providing recognition and incentive award programs designed to reward program participants who are active military
12	<u>SUKOTTO</u> <u>JAPANESE GRILL</u> and Design 	US Federal	RN: 4569816 SN: 86013072	July 15, 2014	N/A - not filed yet	July 15, 2024	(Int'l Class: 43) restaurant services
13	<u>THE MARKET BY</u> <u>VILLA</u>	US Federal	RN: 4165423 SN: 85235674	June 26, 2012	SECT 15. SECT 8 (6- YR).	June 26, 2022	(Int'l Class: 43) restaurant services
14	<u>THE OFFICE BEER</u> <u>BAR & GRILL</u> and Design 	US Federal	RN: 2050785 SN: 75093751	April 8, 1997	SECT 15. SECT 8 (6- YR). SECTION 8(10-YR) 20170707.	April 8, 2027	(Int'l Class: 42) restaurant services
15	<u>THE OFFICE</u> <u>TAVERN GRILL</u> and Design	US Federal	RN: 4606897 SN: 86013083	September 16, 2014	SECT 15. SECT 8 (6- YR).	September 16, 2024	(Int'l Class: 43) restaurant services

							
16	<u>TINTA MEXICANA</u> (Stylized) 	US Federal	RN: 4567085 SN: 86103146	July 15, 2014	SECT 15. SECT 8 (6- YR).	July 15, 2024	(Int'l Class: 43) restaurant and catering services
17	<u>TONY + BENNY'S</u>	US Federal	RN: 5166094 SN: 87138718	March 21, 2017	N/A - not filed yet	March 21, 2027	(Int'l Class: 43) restaurant services
18	<u>VERY VILLA,</u> <u>VERY GOOD</u>	US Federal	RN: 2047089 SN: 74697217	March 25, 1997	N/A - cancelled	N/A - Cancelled	(Int'l Class: 42) restaurant services
19	<u>VILLA and Design</u> 	US Federal	RN: 4494987 SN: 86066419	March 11, 2014	SECT 15. SECT 8 (6- YR).	March 11, 2024	(Int'l Class: 43) restaurant and catering services
20	<u>VILLA FRESH</u> <u>ITALIAN</u> <u>KITCHEN</u>	US Federal	RN: 3146774 SN: 78558897	September 19, 2006	SECT 15. SECT 8 (6- YR). SECTION 8(10-YR) 20160318.	September 19, 2026	(Int'l Class: 43) restaurant services
21	<u>VILLA ITALIAN</u> <u>KITCHEN</u>	US Federal	RN: 4269655 SN: 85522575	January 1, 2013	SECT 15. SECT 8 (6- YR).	January 1, 2023	(Int'l Class: 43)

							restaurant services
22	<u>VILLA PIZZA and Design</u> 	US Federal	RN: 1401644 SN: 73456214	July 15, 1986	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20160616.	July 15, 2026	(Int'l Class: 42) restaurant services
23	<u>VILLA PIZZA</u>	US Federal	RN: 1749093 SN: 74281135	January 26, 1993	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20120705.	January 26, 2023	(Int'l Class: 42) restaurant services
24	<u>VILLA PIZZA and Design</u> 	US Federal	RN: 1699602 SN: 74169074	July 7, 1992	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20120706.	July 7, 2022	(Int'l Class: 42) restaurant services
25	<u>VILLA PIZZA : PASTA STROMBOLI : SALADS and Design</u> 	US Federal	RN: 3316626 SN: 77101148	October 23, 2007	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20171020.	October 23, 2027	(Int'l Class: 43) restaurant services
26	<u>VILLA PIZZA A NEW YORK ORIGINAL SINCE 1964</u>	US Federal	RN: 2953696 SN: 78328968	May 17, 2005	SECT 15. SECT 8 (6-YR). SECTION	May 17, 2025	(Int'l Class: 43) restaurant services

					8(10-YR) 20150205.		
27	<u>VILLA PIZZA</u> <u>DELICIOUS</u> <u>ITALIAN FOOD</u> <u>FROM OUR</u> <u>FAMILY TO</u> <u>YOURS. and Design</u>	US Federal	RN: 1827830 SN: 74329782	March 22, 1994	SECT 15. SECT 8 (6- YR). SECTION 8(10-YR) 20140617.	March 22, 2024.	(Int'l Class: 42) restaurant services
28	<u>VILLA PIZZA</u> <u>PASTA</u> <u>STROMBOLI</u> <u>PIZZA SALADS</u> <u>and Design</u>	US Federal	RN: 2897496 SN: 78329310	October 26, 2004	SECT 15. SECT 8 (6- YR). SECTION 8(10-YR)- 20140807.	October 26, 2024	(Int'l Class: 43) restaurant services
29	<u>VRG VILLA</u> <u>RESTAURANT</u> <u>GROUP and Design</u>	US Federal	RN: 5028417 SN: 86713107	August 23, 2016	N/A - not filed yet	August 23, 2026	(Int'l Class: 43) restaurant services