

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBARRO FRANCHISE CO. LLC		03/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CALLODINE COMMERCIAL FINANCE, LLC		
Street Address:	545 Boylston Street, 10th Floor		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97750210	SBARRO NYC. 1956	
Serial Number:	97763949	SBARRO THE ORIGINAL NEW YORK PIZZA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M Bauer		
Address Line 1:	TWO INTERNATIONAL PLACE		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	BOSTON, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	03/10/2023		
Total Attachments: 4			
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OP \$65.00 97750210

SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS

March 8, 2023

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **SBARRO FRANCHISE CO. LLC**, a Delaware limited liability company, with its principal address at 1328 Dublin Road, Columbus, Ohio 43215 (USA) (the "**Grantor**"), hereby grants to **CALLODINE COMMERCIAL FINANCE, LLC**, a Delaware corporation, with an address of 545 Boylston Street, 10th Floor, Boston, Massachusetts 02116 (USA) (the "**Grantee**"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the trademarks, trademark registrations and trademark applications (the "**Marks**") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

GRANTOR hereby authorizes the United States Patent and Trademark Office and all other trademark offices to record and register this Grant. Following the date hereof, upon Grantee's reasonable request, the Grantor shall take such steps and actions, and provide such cooperation and assistance to Grantee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the grant of security interest to Grantee, or any assignee or successor thereto.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of July 26, 2019 (as amended, modified, restated and/or supplemented from time to time, the "**Security Agreement**"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

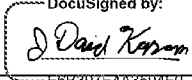
THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first above written.

GRANTOR:

SBARRO FRANCHISE CO. LLC

By:  _____
Name: J. David Karam
Title: Chief Executive Officer

GRANTEE:

CALLODINE COMMERCIAL FINANCE, LLC

By: Jeff Ryan
Name: Jeffrey Ryan
Title: Vice President

SCHEDULE A

<u>Trademarks</u>	<u>Owner</u>	<u>Filed/App. No.</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Registered/Reg. No.</u>
“FOLD. EAT. REPEAT. FOR FREE.”	Sbarro Franchise Co. LLC	12/22/2022 97/728,725 ¹	Pending	United States	
SBARRO NYC. 1956 (STYLIZED) & DESIGN	Sbarro Franchise Co. LLC	1/11/2023 97/750,210	Pending	United States	
SBARRO THE ORIGINAL NEW YORK PIZZA (STYLIZED) & DESIGN	Sbarro Franchise Co. LLC	1/23/2023 97/763,949	Pending	United States	

¹ Intent-to-Use application. This mark may *not* be recorded against.