

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
CPC PROPERTIES, INC.

(b) County of Residence of First New Castle
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Todd S. McGarvey, Esquire, Bochetto & Lentz, P.C., 1524 Locust Street, Philadelphia, PA 19102 (215) 735-3900

DEFENDANTS
NEW YORK J & P PIZZA

County of Residence of First Listed Defendant _____
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACTS	TORTS	PROPERTY/DAMAGES	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding

2 Removed from State Court

3 Remanded from Appellate Court

4 Reinstated or Reopened

5 Transferred from another district (specify)

6 Multidistrict Litigation

7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

Brief description of cause:
Trademark Infringement/Unfair Competition

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: **October 27, 2011**

SIGNATURE OF ATTORNEY OF RECORD: *Todd S. McGarvey*

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 103 Foulk Road, Suite 202, Wilmington DE 19803

Address of Defendants: 2600 W. Liberty Road, Westminster, MD 21157

Place of Accident, Incident or Transaction: 2600 W. Liberty Road, Westminster, MD 21157
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes No

Does this case involve multidistrict litigation possibilities? Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. Indemnity Contract, Marine Contract, and All Other Contracts
2. FELA
3. Jones Act-Personal Injury
4. Antitrust
5. Patent
6. Labor-Management Relations
7. Civil Rights
8. Habeas Corpus
9. Securities Act(s) Cases
10. Social Security Review Cases
11. All other Federal Question Cases (Please specify) **Lanham Act**

B. Diversity Jurisdiction Cases:

1. Insurance Contract and Other Contracts
2. Airplane Personal Injury
3. Assault, Defamation
4. Marine Personal Injury
5. Motor Vehicle Personal Injury
6. Other Personal Injury (Please specify)
7. Products Liability
8. Products Liability — Asbestos
9. All other Diversity Cases (Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, **Todd S. McGarvey, Esquire** counsel of record do hereby certify:

- Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- Relief other than monetary damages is sought.

DATE: 10/27/11

Todd S. McGarvey
Attorney-at-Law

89624

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 10/27/11

Todd S. McGarvey
Attorney-at-Law

89624

Attorney I.D.#

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

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(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes No

Does this case involve multidistrict litigation possibilities? Yes No

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Yes No
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Yes No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
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Attorney-at-Law Attorney I.D.#

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DATE: 10/27/11 _____ 89624
Attorney-at-Law Attorney I.D.#

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

CPC PROPERTIES, INC.)	
)	
<i>Plaintiff,</i>)	
)	Civil Action
v.)	No.: _____
)	
NEW YORK J & P PIZZA)	
)	
<i>Defendant.</i>)	
)	

DISCLOSURE STATEMENT FORM

Please check one box:

The nongovernmental corporate party, CPC Properties, Inc.,
in the above listed civil action does not have any parent corporation and
publicly held corporation that owns 10% or more of its stock.

The nongovernmental corporate party, _____,
in the above listed civil action has following parent corporation(s) and
publicly held corporation(s) that owns 10% or more of its stock:

10/27/2011
Date

[Signature]
Signature

Counsel for: CPC Properties, Inc.

Federal Rule of Civil Procedure 7.1 Disclosure Statement

(a) WHO MUST FILE; CONTENTS. A nongovernmental corporate party must
file two copies of a disclosure statement that:

- (1) identifies any parent corporation and any publicly held corporation
owing 10% or more of its stock; or
- (2) states that there is no such corporation

(b) TIME TO FILE; SUPPLEMENTAL FILING. A party must:

- (1) file the disclosure statement with its first appearance, pleading,
petition, motion, response, or other request addressed to the court; and
- (2) promptly file a supplemental statement if any required information
changes.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

CPC PROPERTIES, INC.)	
)	
<i>Plaintiff,</i>)	
)	Civil Action
v.)	No.: _____
)	
NEW YORK J & P PIZZA)	
)	
<i>Defendant.</i>)	
_____)	

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publicly held corporation(s) that owns 10% or more of its stock:

10/27/11 Date [Signature] Signature

Counsel for: CPC Properties, Inc.

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 - (2) promptly file a supplemental statement if any required information changes.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

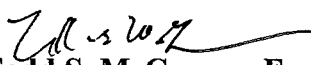
CASE MANAGEMENT TRACK DESIGNATION FORM

CPC PROPERTIES, INC.	:	CIVIL ACTION
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
NEW YORK J & P PIZZA	:	NO.
	:	
Defendant	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (✓)

<u>October 27, 2011</u>	 <u>Todd S. McGarvey, Esq.</u>	<u>CPC Properties, Inc.</u>
Date	Attorney-at-law	Attorney for Plaintiffs
<u>(215) 735-3900</u>	<u>(215) 735-2455</u>	<u>tmcgarvey@bochettoandlentz.com</u>
Telephone	FAX Number	E-Mail Address

4. In addition, this Court has diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332, as the parties are citizens of different states, and the amount in controversy is in excess of \$75,000.

5. This Court has supplemental jurisdiction over the claims brought under state statutory and common law pursuant to 28 U.S.C. §§ 1338 (b) and 1367.

6. Venue is proper in the Eastern District of Pennsylvania (“the District”) pursuant to 28 U.S.C. § 1391 because a substantial part of the acts and omissions giving rise to these claims occurred in the District, and Defendant expects, or reasonably should expect, its acts and omissions to have legal consequences in the District.

FACTS COMMON TO ALL COUNTS

7. Since at least as early as 1978, Plaintiff has continuously used its CRAB FRIES® mark on or in connection with seasoned french fries offered and sold at various “Chickie’s & Pete’s” restaurants. Attached hereto as Exhibit “A” is a true and correct copy of Plaintiff’s menu showing representative use of the CRAB FRIES® mark.

8. CPC Properties is the owner and licensor of all intellectual property, including the CRAB FRIES® mark, used on or in connection with goods and services offered and sold at the various Chickie’s & Pete’s restaurants and concession outlets.

9. CPC Properties is the owner of federal U.S. Trademark Registration No. 2,256,947 registered in the United States Patent and Trademark Office (“USPTO”) for the mark “CRAB FRIES” for “seasoned fried potatoes served hot and cooked to order.” A copy of CPC Properties’ CRAB FRIES® registration is attached hereto as Exhibit “B”. This federal registration is valid, subsisting and incontestable.

10. CPC Properties is also the owner of U.S. Trademark Registration No. 3,329,385 for “CHICKIE’S & PETE’S FAMOUS CRABFRIES (and design)” for “french fried potatoes.” A copy of Plaintiff’s CHICKIE’S & PETE’S FAMOUS CRABFRIES (and design)[®] registration is attached hereto as Exhibit “C.” This federal registration is valid and subsisting.

11. As evidenced by the USPTO’s issuance of Registration Nos. 2,256,947 and 3,329,385, the CRAB FRIES[®] mark is inherently distinctive.

12. CPC Properties had granted to a number of legal entities non-exclusive licenses which allow each of these entities to use the CRAB FRIES[®] mark and the CHICKIE’S & PETE’S FAMOUS CRABFRIES[®] mark on or in connection with the goods and services to which the licenses pertain. All good will generated by this licensed use of the CRAB FRIES[®] mark and the CHICKIE’S & PETE’S FAMOUS CRABFRIES (and design)[®] mark inures to the benefit of CPC Properties.

13. CRAB FRIES[®] brand seasoned french fries are sold at each of the eight (8) current Chickie’s & Pete’s restaurant locations, including six locations in Philadelphia and one each in Bordentown, New Jersey and Egg Harbor Township, New Jersey. The CRAB FRIES[®] mark is also featured at Chickie’s & Pete’s concessions at Citizens Bank Park, the Wells Fargo Center, Lincoln Financial Field, the Wells Fargo Spectrum, and Waterfront Park in Trenton, New Jersey.

14. CRAB FRIES[®] brand seasoned french fries have been and continue to be one of the most popular menu items at the Chickie’s & Pete’s restaurants and concessions. Plaintiff has sold millions of dollars of the CRAB FRIES[®] brand seasoned french fries since the mark was first adopted, and spent millions more promoting the mark.

15. The Chickie's & Pete's mark, the CRAB FRIES® mark and the CHICKIE'S & PETE'S FAMOUS CRABFRIES (and design)® mark have received and continue to receive widespread recognition. Each week, Comcast Sportsnet Philadelphia broadcasts its "Monday Night Live" cable television program from the South Philadelphia location of Chickie's & Pete's. The CRAB FRIES® mark, and the products and services to which it pertains, is often mentioned on the highly popular program.

16. Similarly, the Chickie's & Pete's restaurants host sport shows with Greater Philadelphia radio and television stations. The Chickie's & Pete's restaurants host radio sport shows on 610 WIP and 93.3 WMMR. The CRAB FRIES® mark receives frequent mention on these shows. Indeed, WIP hosts a weekly "CRAB FRIES® Report."

17. In addition, the CRAB FRIES® mark receives frequent unsolicited recognition in print, internet, television, radio and other media.

18. As a result of Plaintiff's long-time, continuous and exclusive advertising, promotion and sale of seasoned french fries bearing the CRAB FRIES® mark, and frequent recognition of the CRAB FRIES® mark in the media, Plaintiff has established strong secondary meaning in the CRAB FRIES® mark.

19. As a result of the above, Plaintiff has acquired substantial valuable good will symbolized by the CRAB FRIES® mark.

20. Use of the CRAB FRIES® mark for seasoned french fries is exclusive and unique to Plaintiff and its licenses. CRAB FRIES has not recognized significance in the food industry other than as a source identifier for goods and services emanating from Plaintiff.

Defendant's Infringement

21. Defendant conducts business in Maryland at various locations in Maryland including but not limited to Demascus, MD; Hampstead, MD; Frederick, MD; Eldersburg, MD; Mount Airy, MD; Westminster, MD; Finksburg, MD; and Scaggsville, MD. Attached hereto as Exhibit "D" is a true and correct copy of a web page listing Defendant's locations.

Defendant's Use of the Infringing Mark is "New"

22. Defendant offers restaurant services and sells seasoned french fries in connection with the mark "MARYLAND CRAB FRIES" (referred to herein as the "Infringing Mark") in direct competition with Plaintiff. Attached hereto as Exhibit "E" are menus showing use of the Infringing Marks.

23. Defendant has not made longstanding or continuous use of the Infringing Mark.

24. Defendant adopted the Infringing Mark notwithstanding Plaintiff's prior and well-established common law and federal statutory rights in the CRAB FRIES[®] mark, and with at least constructive notice of federal registration under 15 U.S.C. § 1072.

25. "MARYLAND CRAB FRIES" is an infringement of Plaintiff's CRAB FRIES[®] mark.

Defendant Ignored Plaintiff's Cease and Desist Letters

26. Plaintiff learned of Defendant's use of the Infringing Marks on or about July 25, 2011.

27. On July 26, 2011, Plaintiff sent a letter to Defendant's address demanding that Defendant cease and desist from any and all use and variations of the CRAB FRIES[®] mark in connection with the sale of seasoned french fries. Attached hereto as Exhibit "F" is a true and correct copy of Plaintiff's July 26, 2011 cease and desist letter that was sent to Defendant.

28. Defendant failed to respond to Plaintiff's July 26, 2011 cease and desist letter within the time frame requested in the letter.

29. On August 16, 2011, Plaintiff's counsel sent a follow-up letter to Defendant, reiterating Plaintiff's demand that Defendant immediately cease and desist from using the CRAB FRIES® mark or any variant thereof in connection with the offering of seasoned french fries or related goods and services. Attached hereto as Exhibit "G" is a true and correct copy of the August 16, 2011 letter that was sent to Defendant.

30. Defendant failed to respond to either of Plaintiffs' cease and desist letters within the time frame requested in those letters.

31. Upon information and belief, Defendant cannot prove chain of title from any alleged trademarks allegedly owned by any prior entities or owner, if any.

32. The only relevant trademark use in connection with Defendant is its recent commencement of the use of the Infringing Mark. *See* Exhibit "E."

33. Defendant's recent roll-out of the Infringing Mark in connection with the seasoned french fries and related services can only be seen as a willful attempt to palm off Plaintiff's good will in its CRAB FRIES® mark, and as a blatant attempt to create consumer confusion.

34. Defendant's adoption and use of the Infringing Mark in connection with the restaurant services and seasoned french fries has caused and is likely to cause confusion, mistake or deception as to source, association, affiliation or sponsorship of its goods and services. Specifically, ordinary consumers in the United States who encounter Defendant's goods and services are likely to mistakenly believe that such goods and services emanate from, are related to, or are otherwise authorized, sponsored or endorsed by Plaintiff.

35. All such conduct by Defendant was and continues to be in bad faith, willful, deliberate and in knowing violation of the law. Specifically, Defendant adopted the Infringing Mark in a willful attempt to copy Plaintiff's CRAB FRIES[®] mark and to trade on and injure the valuable good will and business reputation associated with the CRAB FRIES[®] mark.

36. Based upon Defendant's actions and repeated failure to respond to Plaintiff's cease and desist letters, Defendant will continue its tortious acts, including its infringement and unfair competition, unless restrained by this Court.

COUNT I

INFRINGEMENT OF A FEDERALLY REGISTERED MARK

37. The averments of the foregoing paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

38. This cause of action arises under the trademark laws of the United States, 15, U.S.C. § 1114.

39. Defendant's use of the Infringing Mark in connection with seasoned french fries and restaurant services constitutes infringement of CPC Properties' federally registered trademarks, Registration Nos. 2,256,947 and 3,329,385; all in violation of § 32 of the Lanham Act, 15 U.S.C. § 1114.

40. As a result of the said trademark infringement, CPC Properties has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

COUNT II

**FEDERAL UNFAIR COMPETITION AND FALSE DESIGNATION OF
ORIGIN UNDER THE LANHAM ACT**

41. The averments of the foregoing paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

42. This cause of action arises under the trademark laws of the United States, 15 U.S.C. § 1125(a).

43. Defendant has adopted and is now using a colorable imitation of Plaintiff's CRAB FRIES[®] mark for goods and services that are identical to or substantially similar to those offered by Plaintiff.

44. Defendant's use of a colorable imitation of Plaintiff's trademark in connection with Defendant's directly competing goods and services has caused and will cause customers and potential customers to mistakenly attribute the properties and reputation of Plaintiff's goods and services to those of the Defendant.

45. Plaintiff has no control over the quality of goods and services that are provided, promoted, advertised and sold by Defendant, with the result that Plaintiff's valuable reputation and good will with respect to its CRAB FRIES[®] mark will be irreparably injured by the acts of Defendant complained of herein.

46. Defendant's use of the Infringing Mark in connection with its goods and services constitutes a false description and representation, a false designation of the origin of Defendant's goods, and unfair competition, all in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

47. As a result of said unfair competition and false designation of origin, Plaintiff has suffered and continues to suffer irreparable injury, for which it has no adequate remedy at law.

COUNT III

UNFAIR COMPETITION

48. The averments of the foregoing paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

49. This cause of action arises under the common law.

50. Defendant's aforementioned conduct constitutes unfair competition as it is likely to cause confusion, mistake or deception in violation of the common law of the Commonwealth of Pennsylvania.

51. By means and as a result of said unfair competition, Plaintiff has suffered and continues to suffer serious and substantial injury, including irreparable injury, for which it has no adequate remedy at law.

COUNT IV

**VIOLATION OF 54 PA. CONST. STATE. ANNOT. § 1124;
INJURY TO BUSINESS OR REPUTATION; DILUTION**

52. The averments of the foregoing paragraphs are incorporated by reference herein with the same force and effect as if set forth in full below.

53. Plaintiff's CRAB FRIES® mark is famous within the Mid-Atlantic region including the Commonwealth of Pennsylvania.

54. Defendant's actual use and threatened use of the Infringing Mark injures the business reputation of Plaintiff and impairs and diminishes the famous CRAB FRIES® mark that identifies Plaintiff's goods and services.

55. Defendant's conduct injures and dilutes, or is intended to injure and dilute, the distinctive quality of Plaintiff's marks in violation of 54 Pa. Cons. Stat. Annot. § 1124.

56. Defendant's wrongful conduct has caused and will continue to cause irreparable damage to Plaintiff if Defendant is not preliminarily and permanently enjoined by the Court.

57. Plaintiff has no adequate remedy at law.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff PRAYS FOR RELIEF from the actions and conduct of Defendant as follows:

1. That Defendant, its agents, officers, sales representatives, servants, employees, associates, franchisees, attorneys, successors and assigns, and any and all persons or entities acting by, through, under or in active concert or in participation with any and all of them, be enjoined preliminarily and permanently by Order of this Court from doing, abiding, causing or abetting any of the following:

- (a) directly or indirectly infringing Plaintiff's CRAB FRIES[®] mark;
- (b) from passing off, inducing or enabling others to sell or pass off, any of Defendant's goods or services as originating from Plaintiff, or sponsored, approved, or authorized by Plaintiff;
- (c) directly or indirectly engaging in any acts or activities calculated to trade upon Plaintiff's CRAB FRIES[®] mark, and/or the reputation or good will of Plaintiff, or in any manner to compete with Plaintiff unfairly;
- (d) using the CRAB FRIES[®] mark in the sale, offer for sale, promotion, advertising, marketing and/or distribution of Defendant's goods or services, or any mark, such as MARYLAND CRAB FRIES, which is a variant of, simulates, is a colorable imitation of, or imitates Plaintiff's CRAB FRIES[®] mark, in a manner that is likely to deceive,

falsely describe or misrepresent the source of Defendant's goods or services and thereby create confusion among the purchasing public or the trade;

- (e) further violating Plaintiff's property rights and good will; and,
- (f) from otherwise competing unfairly with Plaintiff in any manner whatsoever;

2. That Defendant be required to deliver up to Plaintiff for destruction, all promotional materials, apparel, advertisements, signage, menus, packaging, labeling and other communications to the public in the possession or under its control bearing thereon any material or representations that are or may be false or misleading concerning the source of origin of the goods and services offered by Defendant;

3. That Defendant be required to modify its promotional materials, apparel, advertisements, signage, menus, packaging, labeling and other communications to the public in the possession or under its control bearing thereon any material or representations to remove the Infringing Mark;

4. That Defendant take all necessary and appropriate steps to recall for destruction all advertising and other materials, including but not limited to signage, menus, advertising and promotion bearing the Defendant's Infringing Mark or any colorable imitation of Plaintiff's CRAB FRIES® mark and that Defendant be required to remove such Infringing Mark from its signage, menus, promotional materials, advertisements and other writings;

5. That Plaintiff be awarded its actual damages and/or a disgorgement of Defendant's profits, direct or indirect, for Defendant's infringements in an amount to be

determined at trial, to be increased to the maximum permitted by law, for its acts of willful infringement;

6. That the Court award Plaintiff its costs, including attorney's fees, and an assessment of interest;

7. That the Court award Plaintiff's damages on the common law causes of action;

8. That the amount of Plaintiff's damages and/or Defendant's profits be trebled as a result of Defendant's willful and deliberate infringement of Plaintiff's rights;

9. That the Court find this case to be exceptional;

10. That Plaintiff be awarded punitive damages for Defendant's willful and deliberate, unlawful acts complained of herein; and,

11. That Plaintiff be awarded such other relief as this Court deems just and proper.

JURY DEMAND

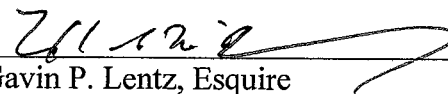
Plaintiff demands trial by a jury of twelve on all claims to which it is entitled.

Respectfully Submitted,

BOCHETTO & LENTZ, P.C.

Dated: October 27, 2011

By:


Gavin P. Lentz, Esquire
Todd S. McGarvey, Esquire
BOCHETTO & LENTZ, P.C.
1524 Locust Street
Philadelphia, Pennsylvania 19102
(215) 735-3900
(215) 735-2455 (facsimile)
glentz@bochettoandlentz.com
tmcgarvey@bochettoandlentz.com

Attorneys for Plaintiff

EXHIBIT

A



Best Place to Watch the Game



World Famous Crabfries* \$3.50
 Now with rivaleds of our famous white creamy cheese sauce

STARTERS

Homemade Shellie Seafood & Chowder	\$4.99
Mozzarella Stick	\$5.99
Pete's Peppers**	\$5.99
Crabfries (lightly fried with or without sliced cherry peppers)	\$5.99
Chicken's** Cutlets with Honey Mustard	\$7.99
Chicken's** Buffalo Cutlets	\$7.99
Chicken's** Buffalo Wings	\$11.99
Chicken's Wings**	\$8.99
18 Chicken's Wings**	\$19.99

NEW! CHICKIE'S™ SIGNATURE SALADS

Plain \$7.99	Grilled Chicken \$10.99	Shrimp \$11.99
--------------	-------------------------	----------------

Dressing: Fat Free Cabbie Ranch, Blue Cheese and Chickie's™ Signature Dressing (Creamy Herb Garlic)
 Signature Dressing has beautiful cheddar. Oil and Vinegar is available. Just Ask!

All salads are a romaine lettuce base topped with grape tomatoes, croutons, Crabfries* and dressing.
 Extra Portions of Chicken or Shrimp \$3.00 Extra Dressing \$1.00

SANDWICHES

Philly Style Hot Roast Pork with cheese	\$5.99
Philly Style Hot Roast Beef with cheese	\$5.99
Steak Sandwich (Pete's Home Style) with cheese	\$5.99
1 Avocado Chicken steak (Pete's Home Style) topped with fresh lobster meat and our creamy cheese sauce	\$12.99
Burger (Half Pound U.S.P.A. Prime Steaks) with cheese	\$5.99
"Magawby"™ (Pickles, onions, Crab Fries*, Cheese & Shrimp - all on one sandwich)	\$6.50
Chicken's** Cutlet Sandwich (Tender Cutlets with Honey Mustard)	\$6.99
Chicken's** Cutlet Parm (Cutlets, our own Red Sauce and Mozzarella)	\$6.99
Chicken's** Cutlet Club (Cutlets, Lettuce, Tomato, Onion and Bacon)	\$6.99
Chicken's** Cutlet Italian (Cutlets, Roasted Peppers and Pesto Sauce)	\$6.99
Chicken's Buffalo (Cutlets, Wing Sauce, Blue Cheese and Celery on the Side - WOW!)	\$6.99

- Gift Certificates Now Available -

New at Chickie's and Pete's? Ask Your Server About Our Signature Items.

EXHIBIT

B

Int. Cl.: 29

Prior U.S. Cl.: 46

Reg. No. 2,256,947

United States Patent and Trademark Office

Registered June 29, 1999

**TRADEMARK
PRINCIPAL REGISTER**

CRAB FRIES

**4010, INC. (PENNSYLVANIA CORPORATION)
4010 ROBBINS AVENUE
PHILADELPHIA, PA 19135**

**NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "FRIES" , APART FROM THE
MARK AS SHOWN.**

**FOR: SEASONED FRIED POTATOES
SERVED HOT AND COOKED TO ORDER, IN
CLASS 29 (U.S. CL. 46).**

SER. NO. 75-460,702, FILED 4-1-1998.

**FIRST USE 12-31-1978; IN COMMERCE
12-31-1978.**

**ELIZABETH HUGHITT, EXAMINING ATTOR-
NEY**

EXHIBIT

C

Int. Cl.: 29

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 3,329,385

Registered Nov. 6, 2007

**TRADEMARK
PRINCIPAL REGISTER**



4010, INC. (PENNSYLVANIA CORPORATION),
DBA CHICKIE'S & PETE'S
4010 ROBBINS AVENUE
PHILADELPHIA, PA 19135

FOR: FRENCH FRIED POTATOES, IN CLASS 29
(U.S. CL. 46).

FIRST USE 12-31-1998; IN COMMERCE 12-31-1998.

OWNER OF U.S. REG. NOS. 2,246,121 AND
2,256,947.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "FAMOUS", APART FROM THE
MARK AS SHOWN.

THE MARK CONSISTS OF THE WORDS CHICK-
IE'S & PETE'S FAMOUS CRABFRIES CENTERED
OVER A DIAMOND-SHAPED BACKGROUND.

SER. NO. 78-923,582, FILED 7-6-2006.

JORDAN BAKER, EXAMINING ATTORNEY

EXHIBIT

D



New York J & P Pizza

PIZZA. PASTA. SUBS. SALADS.

[Home](#)

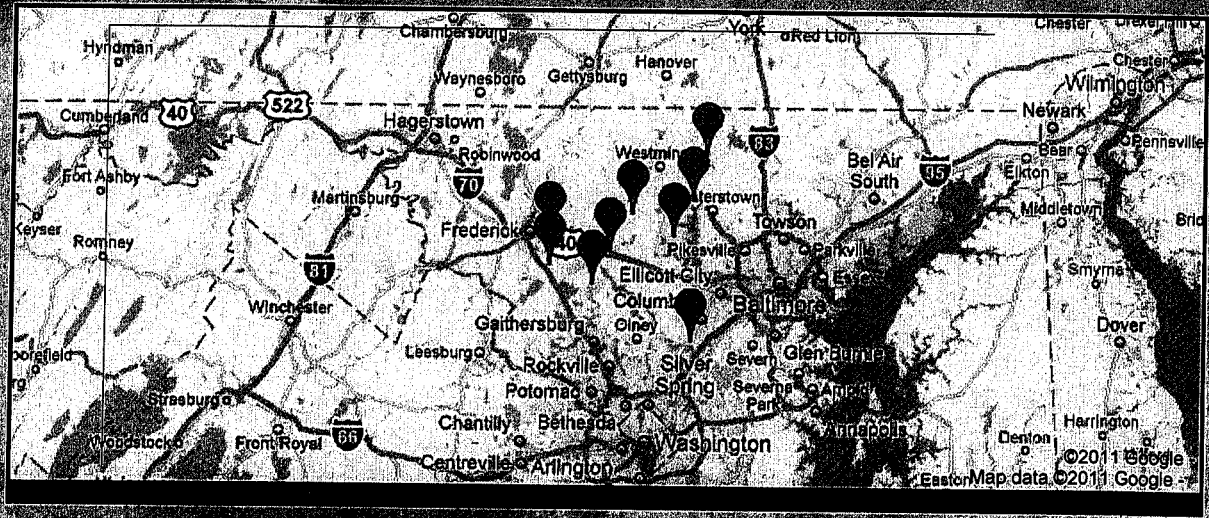
[Locations](#)

[Coupons](#)

[Company](#)

[Community](#)

Locations



DAMASCUS [MORE INFO](#)
26027 Ridge Road (Rt. 27)
Damascus, MD 20872
Phone: (301) 261-1600

HAMPSTEAD [MORE INFO](#)
903 S. Main Street
Hampstead, MD 21074
Phone: (410) 239-2515 / (410) 239-2513

SPRING RIDGE [MORE INFO](#)
6103 Spring Ridge Parkway
Frederick, MD 21701
Phone: (301) 644-1372 / (301) 644-1373

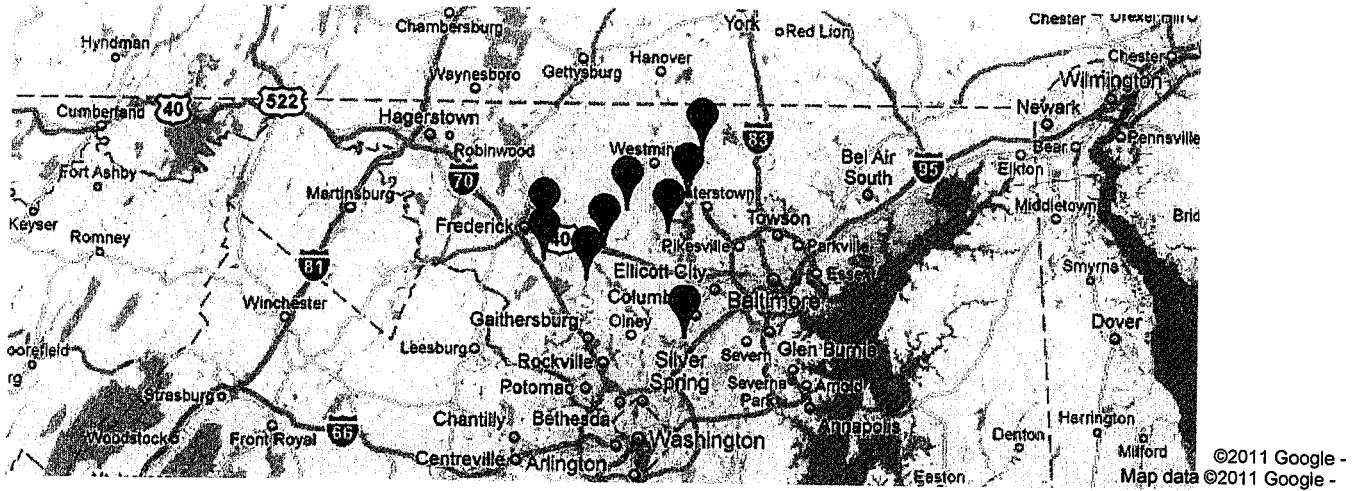
ELDERSBURG [MORE INFO](#)
6252 Sykesville Road
Eldersburg, MD 21124
Phone: (410) 552-4400

MOUNTAINRY [MORE INFO](#)
Mount Airy Shopping Center
Phone: (301) 829-2200

TAYLORSVILLE [MORE INFO](#)
2600 W. Liberty Road
Westminster, MD 21157
Phone: (410) 875-2779

FINKSBURG [MORE INFO](#)
3000 Gamber Road
Finksburg, MD 21048
Phone: (410) 861-8841

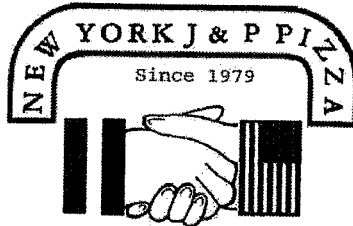
SCAGGSVILLE [MORE INFO](#)
8905 Ice Crystal Drive Suite #7
Scaggsville, MD 20723
Phone: (301) 317-8444



EXHIBIT

E

August 2007



NEW YORK J & P PIZZA

Real Italian Cuisine

**FAMILY RESTAURANT
PIZZA • PASTA • SUBS • SALADS**

**TAYLORSVILLE
Corner of Rt 27 and Rt 26
2600 W. Liberty Rd, Westminster, MD 21157
(410) 875 2779**

WWW.ILLIANOPIZZA.COM

EAT IN OR CARRY OUT

WE BUY THE BEST - TO PREPARE THE BEST - TO SERVE YOU THE BEST!

OWNED AND OPERATED BY THE ILLIANO BROTHERS

HOURS:

Sunday - Thursday 10:30am to 10:00pm
Friday - Saturday 10:30am to 11:00pm

APPETIZERS

Maryland Crab Fries	\$5.50
Potato Skins	\$5.95
Chicken Quesadilla	\$7.99
Shrimp Quesadilla	\$8.99
Chicken Tenders	\$5.99
Crab Dip	\$10.99
Mozzarella Sticks	\$4.59
Breaded Mushrooms	\$4.59
Fried Zucchini	\$4.59
Calamari Dorati Tender calamari fried to a golden brown and served with marinara sauce	\$7.99
Fried Mushroom, Mozzarella, Zucchini Mix	\$7.99
Insalata Caprese Slices of ripe tomatoes and fresh mozzarella drizzled with olive oil and fresh basil	\$7.25
Antipasto Italiano	\$7.25
Zuppa Di Cozze Mussels sautéed with garlic in red sauce, or in a white wine sauce	\$8.25
Bruschetta Di Casa Frank's bread covered with garlic, tomatoes, onions, marinated in olive oil and basil	\$5.49
Jalapeño Poppers (5) with cream cheese	\$4.99
Wings Your choice of hot, mild, bbq or garlic served with blue cheese & celery	(6) \$3.99....(12) \$7.29

SOUPS

Minestrone	Cup \$2.59	Bowl \$3.99
Maryland Crab Soup	Cup \$2.59	Bowl \$3.99
Miia's Famous Chili	Cup \$2.59	Bowl \$3.99
Chicken Noodle	Cup \$2.59	Bowl \$3.99
Ham & Bean	Cup \$2.59	Bowl \$3.99
Cream of Crab	Cup \$3.95	Bowl \$5.95

SALADS

Choice of Salad Dressings: French, Ranch, Blue Cheese,
Thousand Island, Creamy Italian, Honey Mustard, Caesar and House Vinaigrette. Fat Free Dressings: Ranch, French, Italian.

Caesar Salad		Large \$6.99
Tossed Salad	Small \$3.99	Large \$5.49
Greek Salad		Large \$6.99
Shrimp Salad		Large \$8.99
Chef Salad		Large \$6.99
Tuna Salad		Large \$6.99
Southern Chicken Salad		Large \$8.99
Caesar Salad with Grilled Chicken	\$8.99	
Tossed Salad with Grilled Chicken	\$8.99	

SEAFOOD DISHES

Choice of Onion Rings or French Fries.

Shrimp Basket	\$7.99
Fish Fillet	\$7.99
Crab Cake Basket	\$7.99
Seafood Mix	\$8.99

SIDE ORDERS

French Fries	\$2.99
Pizza Fries	
Topped with mozzarella & tomato sauce	\$3.59
Cheese Fries with cheddar cheese	\$3.59
French Fries & Gravy	\$3.59
Onion Rings	\$3.99
Meatball or Sausage Italian	\$3.99
Broccoli with Garlic Butter	\$3.59
Broccoli with Cheese	\$3.99

ITALIAN DISHES

Eggplant Parmigiana	
Fresh eggplant with spaghetti	\$12.49
Chicken Parmigiana	
Fresh breaded chicken with spaghetti	\$13.49
Veal Parmigiana	
Fresh veal with spaghetti	\$14.69
Chicken Cacciatore Fresh chicken with mushrooms, green peppers, and onions	\$14.49
Gnocchi Sorrento	
Potato dumplings, mozzarella cheese and tomato sauce	\$11.99
Cheese Tortellini Your choice of – meatballs, meat sauce, tomato, or Alfredo sauce	\$11.99
Veal Marsala	
Fresh veal in a wine & butter sauce with mushrooms	\$14.69
Chicken Marsala Fresh chicken breast in a wine & butter sauce with mushrooms	\$13.69
Frank's Stuffed Eggplant With spinach, ricotta and mozzarella cheese with spaghetti	\$14.69
Shrimp Parmigiana	
Fresh breaded shrimp with spaghetti	\$14.69
Mushroom Ravioli	

In a blush sauce with fresh mushrooms \$10.99

Veal Tuscany Fresh veal, shrimp & onions
in a marsala wine sauce, over penne pasta \$16.99

FRESH DOUGH PIZZAS - MADE DAILY

NEW YORK STYLE

	12"	14"	16"	Slice
Cheese	\$9.00	\$10.50	\$12.00	\$1.75
Extra Toppings Each	\$1.25	\$1.75	\$1.75	.50¢

SICILIAN SQUARE

	12"	16"	Slice
Cheese	\$11.00	\$13.00	\$2.00
Extra Topping Each	\$1.25	\$1.75	.50¢

Your Choice of Toppings: Extra Cheese, Ham, Fresh Green Peppers, Broccoli, Pepperoni, Bacon, Mushroom, Spinach, Italian Sausage, Canadian Bacon, Fresh Tomatoes, Black Olives, Ground Beef, Anchovies, Green Olives, Onions, Jalapeños Hots, Pineapple.

STROMBOLI

Fresh pizza pocket with mozzarella cheese and your choice of any fillings. Sauce served on the side.
Small \$7.99, Large Family Size \$14.99

CALZONE

Fresh pizza pocket with mozzarella cheese and ricotta cheese and your choice of fillings. Sauce served on the side.
Small \$7.99, Large Family Size \$14.99

NEW YORK J&P - SUPREME PIZZA

NEW YORK STYLE

	12"	14"	16"	Slice
Supreme	\$14.95	\$17.50	\$19.95	\$2.70

SICILIAN SQUARE

	12"	16"	Slice
Supreme	\$16.75	\$20.50	\$2.80

Toppings Include: Pepperoni, Ham, Onions, Anchovies, Italian Sausage, Ground Beef, Canadian Bacon, Mushrooms, Fresh Green Peppers, Bacon, Black Olives.

FRANK'S SPECIALTY PIZZA

Shrimp & Cheese Pizza Fresh steamed shrimp.
Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

White Pizza With Broccoli
Small 12" \$11.00, Medium 14" \$12.75, Large 16" \$14.65

Eggplant Parmigiana Pizza
Small 12" \$11.45, Medium 14" \$12.00, Large 16" \$12.50

Chicken Spinach Creamy Pizza
Fresh chicken & spinach alfredo atop our white pizza.
Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

Primavera Pizza
White or regular sauce, fresh tomatoes, spinach broccoli.
Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

Vegetarian Pizza
Fresh green peppers, onions, mushrooms, black olives.
Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

Chicken & Hot Pepper Pizza
 Grilled chicken, hot peppers and garlic atop our white pizza.
 Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

PASTA & BAKED PASTA DISHES

Choice of 10 different shapes of pasta with 23 different sauces with pasta, tomatoes, olive oil all imported from Italy.
 Rigatoni, Ziti, Spaghetti, Fusilli, Fettuccine, Linguine, Penne, Spaghetini, Angel Hair, All Wheat Spaghetti.

Plain Tomato Sauce or Marinara	\$8.50
Meatball or Meat Sauce	\$9.50
Italian Sausage	\$9.50
Frank's Creamy Blush Sauce	\$9.50
Italian Sausage, Peppers, Mushrooms & Onions	\$11.50
Olive Oil & Garlic	\$9.50
Mushroom Sauce	\$9.50
Alfredo Sauce	\$10.00
Broccoli & Garlic	\$9.50
Pesto Sauce Genovese	\$10.00
Primavera Tomato, mushrooms & broccoli in creamy blush sauce	\$12.50
Shrimp in White or Red Sauce	\$12.50
Calamari in White or Red Sauce	\$12.50
Clams in White or Red Sauce	\$12.50
Mussels in White or Red Sauce	\$12.50
Seafood Mix Mussels, clams, shrimp & calamari in white or red sauce	\$15.99
Seafood Alfredo Shrimp and scallops	\$14.99
Chesapeake Shrimp and crab meat in a creamy blush sauce	\$14.99
Amatriciana Marinara sauce, mushrooms, onions, and bacon	\$11.50
Salmon Seafood Chesapeake Salmon & crab meat, in a creamy blush sauce over linguine	\$15.99
Shrimp & Crab Primavera Shrimp, crab meat with mushrooms, broccoli and tomatoes in our creamy blush sauce	\$15.50
George's Famous Cheese Tortellini Cheese tortellini in our delicious mixture of meat sauce, alfredo sauce and ham. With garlic bread	\$13.99
Lasagna	\$8.50
Manicotti	\$8.50
Cheese Ravioli	\$8.50
Baked Ziti	\$8.50
Cannelloni/Meat with Ricotta Cheese	\$8.50
Vegetable Lasagna	\$8.50
Stuffed Shells Cheese or spinach & cheese	\$8.50
Meat Ravioli	\$8.50
Baked Rigatoni	\$8.50

All Served with Frank's Homemade Regular or Garlic Bread.

Add a House Salad or your choice of Cup of Soup (Cream of Crab not included) for \$1.99 extra. Add a Caesar Salad for \$2.50 extra.

SANDWICHES

Choice of White, Whole Wheat, Rye Bread, Kaiser Roll, Frank's Homemade Bread. Includes your choice of Lettuce, Tomato, Onions, Mayonnaise & Hot Peppers

Grilled Chicken & Provolone	\$5.49
Tuna Salad	\$5.49
Chicken Salad	\$5.49
Shrimp Salad	\$6.99

Ham & Provolone	\$5.49
Crab Cake	\$6.99
Turkey Breast & Provolone	\$5.49
Hamburger	\$4.59
Cheeseburger	\$4.99
Cappicola or Roast Beef & Provolone	\$5.49
Genoa Salami & Provolone	\$5.49
Fish or Chicken Fillet Fried	\$5.49
Grilled Cheese or B.L.T.	\$4.49
Pizza Burger	\$5.99
Grand Hamburger with fries	\$7.99
Grand Crab Cake with fries	\$13.99

PHILADELPHIA STYLE STEAK

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Includes your choice of Lettuce, Tomato, Mayonnaise, Onion, Hot Peppers, American, Provolone & Mozzarella Cheese
EXTRAS: Green peppers, Cheese, Mushrooms, Bacon, Pepperoni, Sausage - \$.40 each; Extra Steak - \$2.00.

Fried Chicken Sub	\$6.49	
Steak & Cheese	\$6.49	with sauce \$6.79
Chicken Steak	\$6.49	
Steak	\$6.49	
Pizza Steak	\$6.49	
Italian Steak & Cheese Chopped steak with cheese, mushrooms, green peppers, onions topped with tomato sauce	\$7.49	
Steak Deluxe Mozzarella, green peppers, bacon, mushrooms, fried onions, lettuce, tomato, and mayo	\$7.49	

THE AMERICAN WAY

Hot Roast Beef Open face with french fries & gravy	\$7.99
Grilled Chicken	
Open face with mozzarella cheese, french fries & gravy	\$7.99
J & P Burger	
Open face with fresh mushrooms, french fries & gravy	\$7.99

SPECIALTY SUBS

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Sausage & Pepper Sub With onions, mushrooms, green pepper and tomato sauce	\$6.99
Cheeseburger Sub With your choice of lettuce, tomato, onions, mayonnaise and hot peppers	\$5.99
Leave it To Us Sub With salami, cappicola, ham, green peppers and provolone cheese baked in our oven	\$6.99
Fausto Delight Sub Cheeseburger sub with American, mozzarella and feta cheese & bacon	\$6.99

HOT - COLD SUBS

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Includes your choice of Lettuce, Tomato, Mayonnaise, Onions, Hot Peppers and House Dressing

BLT Sub	\$6.49
Vegetable Sub with provolone	\$6.49
Ham & Provolone	\$6.49
Genoa Salami & Provolone	\$6.49
Cappicola & Provolone	\$6.49
Italian Cold Cut Ham, salami, cappicola, provolone	\$6.99
Provolone	\$5.99
Turkey & Provolone	\$6.99
Roast Beef & Provolone	\$6.99
Turkey & Ham Club with provolone	\$6.99

Special Sub Cold cut meats with
roast beef, turkey & provolone \$7.99

PARMIGIANA SUBS

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Meatball Parmigiana	\$6.49
Italian Sausage Parmigiana	\$6.49
Pizza Sub with pepperoni, sauce and cheese	\$6.49
Breaded Shrimp Parmigiana	\$8.49
Breaded Veal Parmigiana	\$6.99
Breaded Chicken Parmigiana	\$6.99
Breaded Eggplant Parmigiana	\$6.99

SEAFOOD SUBS

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Shrimp Salad	\$8.49
Fried Shrimp	\$8.49
Crab Cake	\$8.49
Fish Fillet	\$7.49
Tuna	\$7.49
Tuna Grande with melted provolone	\$7.99

KID'S MENU

For ages 12 and under

Chicken Tenders & French Fries	\$4.99
Cheeseburger & French Fries	\$4.99
Grilled Cheese & French Fries	\$4.49
Pizza Slice & French Fries toppings .50¢ extra	\$4.49
Lasagna	\$5.99
Fettucini Alfredo	\$5.99
Meat Ravioli	\$5.99
Cheese Ravioli	\$5.99
Spaghetti Meatballs & tomato sauce, plain tomato sauce, meat sauce or butter	\$5.99

DESSERTS

Cheesecake	\$3.99	with cherry topping \$4.25
Cheesecake (peanutbutter chocolate or raspberry)	\$4.25	
Chocolate Cake	\$3.99	
Neopolitan Cake	\$4.50	
Italian Cannoli	\$4.25	
Carrot Cake	\$3.99	
Tiramisu	\$4.25	

BEVERAGES

Minute Maid Orange or Lemonade, Coke, Diet Coke, Root Beer, Sprite, Iced Tea	*\$2.19
Orange Juice	\$2.29
Hot Chocolate	\$2.19
Coffee	*\$1.50
Apple Juice	\$2.29
San Pellegrino	\$2.50
Milk	Small \$1.50 Large \$2.50
Chocolate Milk	Small \$1.50 Large \$2.50
Pitcher	\$5.25 Refills only \$3.00

Mixed Drinks, Beer & Wine Available

* Free refills on fountain soda , iced tea & coffee

EXHIBIT

F

BOCHETTO & LENTZ

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1524 LOCUST STREET

PHILADELPHIA, PA 19102

TELEPHONE: (215) 735-3900

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FIRM WEB SITE:

bochettoandlentz.com

E-MAIL ADDRESS:

tmcgarvey@bochettoandlentz.com

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1230 BRACE ROAD

CHERRY HILL, NEW JERSEY 08034

TELEPHONE NUMBERS:

(856) 722-9595

(856) 427-0631

TELECOPIER: (856) 722-5511

* ALSO ADMITTED TO NEW JERSEY BAR

† ALSO ADMITTED TO NEW YORK BAR

^ ALSO ADMITTED TO D.C. BAR

GEORGE BOCHETTO†^

GAVIN P. LENTZ*

JEFFREY W. OGREN*

DAVID F. HEIM*

VINCENT van LAAR*

TODD S. MCGARVEY*

TRICIA DESMARAIS CLARK*

JOHN A. O'CONNELL

ALBERT M. BELMONT, III*

OF COUNSEL

CORA I. O'DONNELL, J.D.

MARIA TROUT

JANINE BAKER

PARALEGALS

PRACTICE DEDICATED TO LITIGATION
AND NEGOTIATION MATTERS

**** SUBJECT TO FED. R. EVID. 408 -
FOR SETTLEMENT PURPOSES ONLY ****

July 26, 2011

VIA FIRST-CLASS MAIL

New York J & P Pizza

2600 W. Liberty Road

Westminster, MD

Re: Chickie's & Pete's CRAB FRIES® Trademark

To Whom It May Concern:

I am writing on behalf of CPC Properties, Inc. and its licensees doing business as "Chickie's & Pete's" restaurants.

CPC Properties, Inc. is the owner of the federally registered trademark "CRAB FRIES" (Registration No. 2,256,947), a copy of which is enclosed for your reference. CPC Properties has used the mark CRAB FRIES® in commerce since 1978 and, since then, has put forth great efforts to protect its legal and proprietary interests in the CRAB FRIES® mark. When necessary, CPC Properties has pursued legal action and engaged in litigation for trademark infringement to protect its mark, with 100% success.

It has come to our attention that your restaurant is using the term "Crab Fries" in connection with its sale of seasoned french fries. This term infringes upon CPC Properties' CRAB FRIES® mark. I write to request that you voluntarily agree to cease using the term "Crab Fries" on any and all menus, billboards, advertisements, and other restaurant literature. If you do not stop using this term, be advised that CPC Properties will be left with no choice but to take legal action against your restaurant to protect its federally-registered CRAB FRIES® mark, and your restaurant will be responsible for CPC Properties' legal fees and for treble damages.

In the hope of avoiding any such legal action, I am proposing the following compromise:

BOCHETTO & LENTZ, P.C.

July 26, 2011

Page 2

1. You agree to permanently cease using the CRAB FRIES mark or any similar variant thereof in connection with the offering of seasoned French fries or related goods and services.
2. You agree to permanently abstain from using "Crab Fries" or any variant thereof on all menus, products, and literature, including brochures, advertisements, letterhead, signs, business cards, phone directory listings, internet web pages and all other materials in which "Crab Fries" or any similar variation appears in connection with the offering of seasoned french fries, or related goods and services.
3. You agree to take reasonable efforts to contact any and all online menu web pages on which menus or materials containing the infringing term appears (such as, but not limited to, allmenus.com, menupages.com, menuism.com, urbanspoon.com, and jerseymenus.com) and provide the web pages with menus or materials that do not contain the term "Crab Fries" or any similar variation in connection with the offering of seasoned french fries, or related goods and services.
4. In return of the foregoing, CPC Properties, Inc. will agree to waive its claim of past damages arising out of your infringing use of the CRAB FRIES mark.

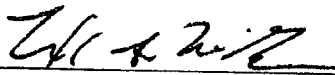
It is our hope that this matter can be amicably resolved based on the foregoing. Of course, should we not be able to reach an amicable resolution, CPC Properties reserves all of its available rights and legal remedies.

If these terms are acceptable, please execute this letter and return the same to my attention within seven (7) days of your receipt of this letter. If we do not receive a reply within this time frame, we will necessarily pursue filing a lawsuit in federal court.

On behalf of CPC Properties, Inc., I thank you for your anticipated understanding and cooperation.

Very Truly Yours,

BOCHETTO & LENTZ, P.C.



Todd S. McGarvey, Esquire

cc: Gavin P. Lentz, Esquire (via e-mail)

BOCHETTO & LENTZ, P.C.

July 26, 2011

Page 3

Acknowledged and accepted: _____

Printed Name: _____

Date: _____

Int. Cl.: 29

Prior U.S. Cl.: 46

Reg. No. 2,256,947

United States Patent and Trademark Office

Registered June 29, 1999

**TRADEMARK
PRINCIPAL REGISTER**

CRAB FRIES

4010, INC. (PENNSYLVANIA CORPORATION)
4010 ROBBINS AVENUE
PHILADELPHIA, PA 19135

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "FRIES" , APART FROM THE
MARK AS SHOWN.

FOR: SEASONED FRIED POTATOES
SERVED HOT AND COOKED TO ORDER, IN
CLASS 29 (U.S. CL. 46).

SER. NO. 75-460,702, FILED 4-1-1998.

FIRST USE 12-31-1978; IN COMMERCE
12-31-1978.

ELIZABETH HUGHITT, EXAMINING ATTOR-
NEY

EXHIBIT

G

BOCHETTO & LENTZ

A PROFESSIONAL CORPORATION

GEORGE BOCHETTO†*
GAVIN F. LENTZ*
JEFFREY W. OGREN*
DAVID P. HEIM*
VINCENT van LAAR*
TODD S. MCGARVEY*
TRICIA DESMARAIS*
JOHN A. O'CONNELL*

ALBERT M. BELMONT, III*
OF COUNSEL

CORA I. O'DONNELL, J.D.
MARIA TROUT
JANINE BAKER
PARALEGALS

PRACTICE DEDICATED TO LITIGATION
AND NEGOTIATION MATTERS

ATTORNEYS AT LAW
1524 LOCUST STREET
PHILADELPHIA, PA 19102

TELEPHONE: (215) 735-3900
TELECOPIER: (215) 735-2455

MY E-MAIL ADDRESS:
tmcgarvey@bochettoandlentz.com

FIRM WEB SITE:
www.bochettoandlentz.com

NEW JERSEY OFFICE

1230 BRACE ROAD
CHERRY HILL, NEW JERSEY 08034
TELEPHONE NUMBERS:
(856) 722-9595
(856) 427-0631
TELECOPIER: (856) 722-5511

* ALSO ADMITTED TO NEW JERSEY BAR
† ALSO ADMITTED TO NEW YORK BAR
* ALSO ADMITTED TO D.C. BAR

August 16, 2011

VIA FIRST CLASS MAIL

New York J & P Pizza
2600 W. Liberty Road
Westminster, MD 21157

RE: Chickie's & Pete's CRAB FRIES® Trademark

Dear Sir/Madam:

As you know, this firm is counsel for CPC Properties, Inc. ("CPC") and its licensees doing business as "Chickie's & Pete's" restaurants.

On July 26, 2011, we had written to New York J & P Pizza and advised that its use of the terms "Maryland Crab Fries" in connection with its sale of seasoned french fries was infringing upon the rights of CPC's federally protected "CRAB FRIES®" trademark (Registration No. 2,256,947). We further had requested in that letter that New York J & P Pizza voluntarily agree to cease using any combination of the terms "Crab" and "Fries" in any and all menus, advertisements, and other restaurant literature, and proposed a compromise whereby CPC would agree to waive its claim for past damages arising out of New York J & P Pizza's infringing use of the CRAB FRIES® mark in exchange for New York J & P Pizza permanently ceasing all use of its infringing variant of the CRAB FRIES® mark.

A recent web search has revealed that New York J & P Pizza continues to infringe upon CPC's federally protected rights in the CRAB FRIES® mark with its use of the term "Maryland Crab Fries" in connection with its sale of seasoned french fries. (A copy of the New York J & P Pizza's Web Menu from an 8/16/2011 web search is enclosed with this letter.) While CPC continues to be hopeful that this matter can be resolved without litigation, New York J & P Pizza must cease using any combination of the words "Crab" or any variant thereof and "Fries" or any variant thereof together in connection with its sale of seasoned french fries.

BOCHETTO & LENTZ, P.C.

New York J & P Pizza
August 16, 2011
Page Two

Once again, I have been authorized to offer New York J & P Pizza the opportunity to settle this matter by agreeing to the terms set forth in our July 26, 2011 letter. Another copy is enclosed with this letter. Please execute the July 26 letter and return it to the undersigned within seven (7) days of your receipt of this letter in the postage paid envelope enclosed. If we do not receive a reply within this time frame, we will file suit.

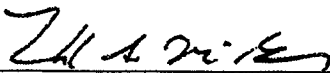
As before, in the event we are not able to amicably resolve this matter, CPC reserves all of its rights and legal remedies.

We look forward to hearing from you.

Very Truly Yours,

BOCHETTO & LENTZ, P.C.

By:



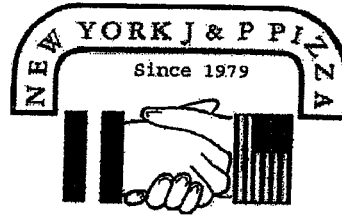
Todd S. McGarvey, Esquire

TSM/jg
Enclosures

cc: Gavin P. Lentz, Esquire (via e-mail)
Tricia Desmarais Clark, Esquire (via e-mail)

August 2007

8/16/2011



NEW YORK J & P PIZZA

Real Italian Cuisine

FAMILY RESTAURANT
PIZZA • PASTA • SUBS • SALADS

TAYLORSVILLE
Corner of Rt 27 and Rt 26
2600 W. Liberty Rd, Westminster, MD 21157
(410) 875 2779

WWW.ILLIANOPIZZA.COM

EAT IN OR CARRY OUT

WE BUY THE BEST - TO PREPARE THE BEST - TO SERVE YOU THE BEST!

OWNED AND OPERATED BY THE ILLIANO BROTHERS

HOURS:

Sunday - Thursday 10:30am to 10:00pm

Friday - Saturday 10:30am to 11:00pm

APPETIZERS

Maryland Crab Fries	\$5.50
Potato Skins	\$5.95
Chicken Quesadilla	\$7.99
Shrimp Quesadilla	\$8.99
Chicken Tenders	\$5.99
Crab Dip	\$10.99
Mozzarella Sticks	\$4.59
Breaded Mushrooms	\$4.59
Fried Zucchini	\$4.59
Calamari Dorati Tender calamari fried to a golden brown and served with marinara sauce	\$7.99
Fried Mushroom, Mozzarella, Zucchini Mix	\$7.99
Insalata Caprese Slices of ripe tomatoes and fresh mozzarella drizzled with olive oil and fresh basil	\$7.25
Antipasto Italiano	\$7.25
Zuppa Di Cozze Mussels sautéed with garlic in red sauce, or in a white wine sauce	\$8.25
Bruschetta Di Casa Frank's bread covered with garlic, tomatoes, onions, marinated in olive oil and basil	\$5.49
Jalapeño Poppers (5) with cream cheese	\$4.99
Wings Your choice of hot, mild, bbq or garlic served with blue cheese & celery	(6) \$3.99....(12) \$7.29

SOUPS

Minestrone	Cup \$2.59	Bowl \$3.99
Maryland Crab Soup	Cup \$2.59	Bowl \$3.99
Miia's Famous Chili	Cup \$2.59	Bowl \$3.99
Chicken Noodle	Cup \$2.59	Bowl \$3.99
Ham & Bean	Cup \$2.59	Bowl \$3.99
Cream of Crab	Cup \$3.95	Bowl \$5.95

SALADS

Choice of Salad Dressings: French, Ranch, Blue Cheese, Thousand Island, Creamy Italian, Honey Mustard, Caesar and House Vinaigrette. Fat Free Dressings: Ranch, French, Italian.

Caesar Salad		Large \$6.99
Tossed Salad	Small \$3.99	Large \$5.49
Greek Salad		Large \$6.99
Shrimp Salad		Large \$8.99
Chef Salad		Large \$6.99
Tuna Salad		Large \$6.99
Southern Chicken Salad		Large \$8.99
Caesar Salad with Grilled Chicken	\$8.99	
Tossed Salad with Grilled Chicken	\$8.99	

SEAFOOD DISHES

Choice of Onion Rings or French Fries.	
Shrimp Basket	\$7.99
Fish Fillet	\$7.99
Crab Cake Basket	\$7.99
Seafood Mix	\$8.99

SIDE ORDERS

French Fries	\$2.99
Pizza Fries	
Topped with mozzarella & tomato sauce	\$3.59
Cheese Fries with cheddar cheese	\$3.59
French Fries & Gravy	\$3.59
Onion Rings	\$3.99
Meatball or Sausage Italian	\$3.99
Broccoli with Garlic Butter	\$3.59
Broccoli with Cheese	\$3.99

ITALIAN DISHES

Eggplant Parmigiana	
Fresh eggplant with spaghetti	\$12.49
Chicken Parmigiana	
Fresh breaded chicken with spaghetti	\$13.49
Veal Parmigiana	
Fresh veal with spaghetti	\$14.69
Chicken Cacciatore Fresh chicken with mushrooms, green peppers, and onions	\$14.49
Gnocchi Sorrento	
Potato dumplings, mozzarella cheese and tomato sauce	\$11.99
Cheese Tortellini Your choice of - meatballs, meat sauce, tomato, or Alfredo sauce	\$11.99
Veal Marsala	
Fresh veal in a wine & butter sauce with mushrooms	\$14.69
Chicken Marsala Fresh chicken breast in a wine & butter sauce with mushrooms	\$13.69
Frank's Stuffed Eggplant With spinach, ricotta and mozzarella cheese with spaghetti	\$14.69
Shrimp Parmigiana	
Fresh breaded shrimp with spaghetti	\$14.69
Mushroom Ravioli	

In a blush sauce with fresh mushrooms	\$10.99
Veal Tuscany Fresh veal, shrimp & onions in a marsala wine sauce, over penne pasta	\$16.99

FRESH DOUGH PIZZAS - MADE DAILY**NEW YORK STYLE**

	12"	14"	16"	Slice
Cheese	\$9.00	\$10.50	\$12.00	\$1.75
Extra Toppings Each	\$1.25	\$1.75	\$1.75	.50¢

SICILIAN SQUARE

	12"		16"	Slice
Cheese	\$11.00		\$13.00	\$2.00
Extra Topping Each	\$1.25		\$1.75	.50¢

Your Choice of Toppings: Extra Cheese, Ham, Fresh Green Peppers, Broccoli, Pepperoni, Bacon, Mushroom, Spinach, Italian Sausage, Canadian Bacon, Fresh Tomatoes, Black Olives, Ground Beef, Anchovies, Green Olives, Onions, Jalapeños Hots, Pineapple.

STROMBOLI

Fresh pizza pocket with mozzarella cheese and your choice of any fillings. Sauce served on the side.
Small \$7.99, Large Family Size \$14.99

CALZONE

Fresh pizza pocket with mozzarella cheese and ricotta cheese and your choice of fillings. Sauce served on the side.
Small \$7.99, Large Family Size \$14.99

NEW YORK J&P - SUPREME PIZZA**NEW YORK STYLE**

	12"	14"	16"	Slice
Supreme	\$14.95	\$17.50	\$19.95	\$2.70

SICILIAN SQUARE

	12"		16"	Slice
Supreme	\$16.75		\$20.50	\$2.80

Toppings Include: Pepperoni, Ham, Onions, Anchovies, Italian Sausage, Ground Beef, Canadian Bacon, Mushrooms, Fresh Green Peppers, Bacon, Black Olives.

FRANK'S SPECIALTY PIZZA

Shrimp & Cheese Pizza Fresh steamed shrimp.
Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

White Pizza With Broccoli
Small 12" \$11.00, Medium 14" \$12.75, Large 16" \$14.65

Eggplant Parmigiana Pizza
Small 12" \$11.45, Medium 14" \$12.00, Large 16" \$12.50

Chicken Spinach Creamy Pizza
Fresh chicken & spinach alfredo atop our white pizza.
Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

Primavera Pizza
White or regular sauce, fresh tomatoes, spinach broccoli.
Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

Vegetarian Pizza
Fresh green peppers, onions, mushrooms, black olives.
Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

Chicken & Hot Pepper Pizza

Grilled chicken, hot peppers and garlic atop our white pizza.
 Small 12" \$12.50, Medium 14" \$13.00, Large 16" \$14.65

PASTA & BAKED PASTA DISHES

Choice of 10 different shapes of pasta with 23 different sauces with pasta, tomatoes, olive oil all imported from Italy.
 Rigatoni, Ziti, Spaghetti, Fusilli, Fettuccine, Linguine, Penne, Spaghettini, Angel Hair, All Wheat Spaghetti.

Plain Tomato Sauce or Marinara	\$8.50
Meatball or Meat Sauce	\$9.50
Italian Sausage	\$9.50
Frank's Creamy Blush Sauce	\$9.50
Italian Sausage, Peppers, Mushrooms & Onions	\$11.50
Olive Oil & Garlic	\$9.50
Mushroom Sauce	\$9.50
Alfredo Sauce	\$10.00
Broccoli & Garlic	\$9.50
Pesto Sauce Genovese	\$10.00
Primavera Tomato, mushrooms & broccoli in creamy blush sauce	\$12.50
Shrimp in White or Red Sauce	\$12.50
Calamari in White or Red Sauce	\$12.50
Clams in White or Red Sauce	\$12.50
Mussels in White or Red Sauce	\$12.50
Seafood Mix Mussels, clams, shrimp & calamari in white or red sauce	\$15.99
Seafood Alfredo Shrimp and scallops	\$14.99
Chesapeake Shrimp and crab meat in a creamy blush sauce	\$14.99
Amatriciana Marinara sauce, mushrooms, onions, and bacon	\$11.50
Salmon Seafood Chesapeake Salmon & crab meat, in a creamy blush sauce over linguine	\$15.99
Shrimp & Crab Primavera Shrimp, crab meat with mushrooms, broccoli and tomatoes in our creamy blush sauce	\$15.50
George's Famous Cheese Tortellini Cheese tortellini in our delicious mixture of meat sauce, alfredo sauce and ham. With garlic bread	\$13.99
Lasagna	\$8.50
Manicotti	\$8.50
Cheese Ravioli	\$8.50
Baked Ziti	\$8.50
Cannelloni/Meat with Ricotta Cheese	\$8.50
Vegetable Lasagna	\$8.50
Stuffed Shells Cheese or spinach & cheese	\$8.50
Meat Ravioli	\$8.50
Baked Rigatoni	\$8.50

All Served with Frank's Homemade Regular or Garlic Bread.

Add a House Salad or your choice of Cup of Soup (Cream of Crab not included) for \$1.99 extra. Add a Caesar Salad for \$2.50 extra.

SANDWICHES

Choice of White, Whole Wheat, Rye Bread, Kaiser Roll, Frank's Homemade Bread. Includes your choice of Lettuce, Tomato, Onions, Mayonnaise & Hot Peppers

Grilled Chicken & Provolone	\$5.49
Tuna Salad	\$5.49
Chicken Salad	\$5.49
Shrimp Salad	\$6.99

Ham & Provolone	\$5.49
Crab Cake	\$6.99
Turkey Breast & Provolone	\$5.49
Hamburger	\$4.59
Cheeseburger	\$4.99
Cappicola or Roast Beef & Provolone	\$5.49
Genoa Salami & Provolone	\$5.49
Fish or Chicken Fillet Fried	\$5.49
Grilled Cheese or B.L.T.	\$4.49
Pizza Burger	\$5.99
Grand Hamburger with fries	\$7.99
Grand Crab Cake with fries	\$13.99

PHILADELPHIA STYLE STEAK

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Includes your choice of Lettuce, Tomato, Mayonnaise, Onion, Hot Peppers, American, Provolone & Mozzarella Cheese
EXTRAS: Green peppers, Cheese, Mushrooms, Bacon, Pepperoni, Sausage - \$.40 each; Extra Steak - \$2.00.

Fried Chicken Sub	\$6.49	
Steak & Cheese	\$6.49	with sauce \$6.79
Chicken Steak	\$6.49	
Steak	\$6.49	
Pizza Steak	\$6.49	
Italian Steak & Cheese Chopped steak with cheese, mushrooms, green peppers, onions topped with tomato sauce	\$7.49	
Steak Deluxe Mozzarella, green peppers, bacon, mushrooms, fried onions, lettuce, tomato, and mayo	\$7.49	

THE AMERICAN WAY

Hot Roast Beef Open face with french fries & gravy	\$7.99
Grilled Chicken	
Open face with mozzarella cheese, french fries & gravy	\$7.99
J & P Burger	
Open face with fresh mushrooms, french fries & gravy	\$7.99

SPECIALTY SUBS

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Sausage & Pepper Sub With onions, mushrooms, green pepper and tomato sauce	\$6.99
Cheeseburger Sub With your choice of lettuce, tomato, onions, mayonnaise and hot peppers	\$5.99
Leave it To Us Sub With salami, cappicola, ham, green peppers and provolone cheese baked in our oven	\$6.99
Fausto Delight Sub Cheeseburger sub with American, mozzarella and feta cheese & bacon	\$6.99

HOT - COLD SUBS

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Includes your choice of Lettuce, Tomato, Mayonnaise, Onions, Hot Peppers and House Dressing

BLT Sub	\$6.49
Vegetable Sub with provolone	\$6.49
Ham & Provolone	\$6.49
Genoa Salami & Provolone	\$6.49
Cappicola & Provolone	\$6.49
Italian Cold Cut Ham, salami, cappicola, provolone	\$6.99
Provolone	\$5.99
Turkey & Provolone	\$6.99
Roast Beef & Provolone	\$6.99
Turkey & Ham Club with provolone	\$6.99

Special Sub Cold cut meats with
roast beef, turkey & provolone \$7.99

PARMIGIANA SUBS

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Meatball Parmigiana	\$6.49
Italian Sausage Parmigiana	\$6.49
Pizza Sub with pepperoni, sauce and cheese	\$6.49
Breaded Shrimp Parmigiana	\$8.49
Breaded Veal Parmigiana	\$6.99
Breaded Chicken Parmigiana	\$6.99
Breaded Eggplant Parmigiana	\$6.99

SEAFOOD SUBS

Choice of 10" Italian Sub Roll and Herb or Plain Focaccia Bread.

Shrimp Salad	\$8.49
Fried Shrimp	\$8.49
Crab Cake	\$8.49
Fish Fillet	\$7.49
Tuna	\$7.49
Tuna Grande with melted provolone	\$7.99

KID'S MENU

For ages 12 and under

Chicken Tenders & French Fries	\$4.99
Cheeseburger & French Fries	\$4.99
Grilled Cheese & French Fries	\$4.49
Pizza Slice & French Fries toppings .50¢ extra	\$4.49
Lasagna	\$5.99
Fettucini Alfredo	\$5.99
Meat Ravioli	\$5.99
Cheese Ravioli	\$5.99
Spaghetti Meatballs & tomato sauce, plain tomato sauce, meat sauce or butter	\$5.99

DESSERTS

Cheesecake	\$3.99	with cherry topping \$4.25
Cheesecake (peanutbutter chocolate or raspberry)	\$4.25	
Chocolate Cake	\$3.99	
Neopolitan Cake	\$4.50	
Italian Cannoli	\$4.25	
Carrot Cake	\$3.99	
Tiramisu	\$4.25	

BEVERAGES

Minute Maid Orange or Lemonade, Coke,	
Diet Coke, Root Beer, Sprite, Iced Tea	*\$2.19
Orange Juice	\$2.29
Hot Chocolate	\$2.19
Coffee	*\$1.50
Apple Juice	\$2.29
San Pellegrino	\$2.50
Milk	Small \$1.50 Large \$2.50
Chocolate Milk	Small \$1.50 Large \$2.50
Pitcher	\$5.25 Refills only \$3.00

Mixed Drinks, Beer & Wine Available

* Free refills on fountain soda , iced tea & coffee