

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Noodle Time, Inc.		08/21/2012	CORPORATION: FLORIDA
RA Sushi Holding Corp.		08/21/2012	CORPORATION: DELAWARE
Haru Holding Corp.		08/21/2012	CORPORATION: DELAWARE
Benihana National Corp.		08/21/2012	CORPORATION: DELAWARE
The Samurai, Inc.		08/21/2012	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	GCI CAPITAL MARKETS LLC
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10103
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	1230609	BENIHANA
Registration Number:	1371624	BENIHANA
Registration Number:	1412570	BENIHANA
Registration Number:	2029115	BENIHANA
Registration Number:	2119770	BENIHANA GRILL
Registration Number:	2058184	BENIHANA GRILL
Registration Number:	0940142	BENIHANA OF TOKYO
Registration Number:	0937781	
Registration Number:	1426792	
Registration Number:	2030592	
Registration Number:	2054499	BENIPAC KANA

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Registration Number:	3843673	THE CHEF'S TABLE C
Registration Number:	3784161	BENIHANA
Registration Number:	3634519	BENIGRAM
Registration Number:	2851354	
Registration Number:	2762510	KENMEI-ICHIBANCHA
Registration Number:	2778343	BENIHANA HERB TEA
Registration Number:	2983575	
Registration Number:	2709651	BENISUSHI
Registration Number:	4030723	KABUKI KIDS
Registration Number:	4030722	KABUKI KIDS
Registration Number:	3928737	BENIHANA
Registration Number:	3928723	
Serial Number:	85223480	BENIHANA
Serial Number:	85555344	THE CHEF'S TABLE
Registration Number:	3087776	IT'S MORE FUN IN THE RA
Registration Number:	3087775	RA
Registration Number:	2209246	RA
Registration Number:	3531838	RA SUSHI
Registration Number:	3408349	RA SUSHI BAR RESTAURANT
Registration Number:	4063423	
Serial Number:	85374460	THE HOOK UP
Serial Number:	85357575	RA
Serial Number:	85357569	RA
Registration Number:	2546193	HARU
Serial Number:	85381901	HARU
Registration Number:	4111688	ACCESS
Registration Number:	4072721	SAMURAI STEAK - SEAFOOD - SUSHI
Serial Number:	85223502	

**CORRESPONDENCE DATA**

Fax Number: 2129692900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

**TRADEMARK**  
**REEL: 004856 FRAME: 0549**

Address Line 2: Eleven Times Square  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	31199-072
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	09/06/2012

Total Attachments: 11  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of August 21, 2012, by and between Noodle Time, Inc., a Florida corporation, RA Sushi Holding Corp., a Delaware corporation, Haru Holding Corp., a Delaware corporation, Benihana National Corp., a Delaware corporation, and The Samurai, Inc., a New York corporation (each, a “Grantor”, and collectively, the “Grantors”), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent (“Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement (as defined below)).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 21, 2012, by and among Grantors, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, refinanced, extended, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make Loans to Grantors;

WHEREAS, as a condition to the execution and delivery of the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantors execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of August 21, 2012, by and among Grantors, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, Grantors granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of Grantors, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantors hereby grant to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantors’ presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, “Trademarks” shall not include any “intent to use” trademark application until such time as a verified statement of use or amendment to allege use is filed with respect to such trademark applications.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. RELEASE OF COLLATERAL OR GRANTORS; TERMINATION. The terms of Section 10.12 ("Release of Collateral or Grantors") of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms. Upon (i) the Termination Date or (ii) any disposition pursuant to Section 10.12(b) of the Credit Agreement (an "Allowed Disposition"), the liens and security interest granted hereby (and in case of an Allowed Disposition, only the relevant liens and security interests concerning such Allowed Disposition) shall immediately and automatically terminate, and all rights to the Trademarks shall immediately and automatically revert to the applicable Grantors or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of appropriate releases of security interests in the Trademarks, and take such further action as is reasonably requested by any Grantor in respect of the foregoing.

*[Signature Page Follows]*

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


**NOODLE TIME, INC.,**  
a Florida corporation

By:   
Name: Richard C. Stockinger  
Title: President and Chief Executive Officer


**RA SUSHI HOLDING CORP.,**  
a Delaware corporation

By:   
Name: Richard C. Stockinger  
Title: President and Chief Executive Officer

**HARU HOLDING CORP.,**  
a Delaware corporation

By:   
Name: Richard C. Stockinger  
Title: President and Chief Executive Officer

**THE SAMURAI, INC.,**  
a New York corporation

By:   
Name: Richard C. Stockinger  
Title: President and Chief Executive Officer

**BENIHANA NATIONAL CORP.,**  
a Delaware corporation

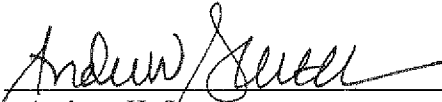
By: 

Name: Richard C. Stockinger

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent





By:   
Name: Andrew H. Steuerman  
Title: Senior Managing Director


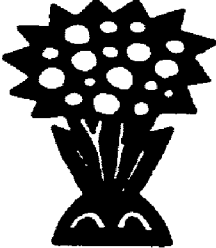






Schedule A

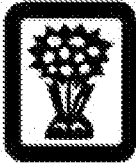
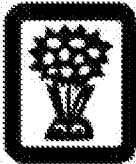


Registered Trademarks

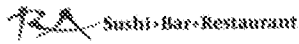



U.S. Federal Trademarks

Trademark	Registration Number or Serial Number	Registration Date or Filing Date	Owner
BENIHANA	1,230,609	03/08/1983	Noodle Time Inc.
BENIHANA	1,371,624	11/19/1985	Noodle Time, Inc.
BENIHANA	1,412,570	10/07/1986	Noodle Time, Inc.
BENIHANA and Design 	2,029,115	01/07/1997	Benihana National Corp.
BENIHANA GRILL (Stylized) 	2,119,770	12/09/1997	Noodle Time, Inc.
BENIHANA GRILL and Design 	2,058,184	04/29/1997	Noodle Time, Inc.
BENIHANA OF TOKYO	940,142	08/01/1972	Noodle Time, Inc.
MISCELLANEOUS DESIGN 	937,781	07/11/1972	Noodle Time, Inc.
MISCELLANEOUS DESIGN	1,426,792	01/27/1987	Noodle Time, Inc.

Trademark	Registration Number or Serial Number	Registration Date or Filing Date	Owner
			
<p data-bbox="237 510 597 541">MISCELLANEOUS DESIGN</p> 	2,030,592	01/14/1997	Noodle Time, Inc.
<p data-bbox="237 953 597 1014">BENIPAC KANA &amp; DESIGN</p> 	2,054,499	04/22/1997	Noodle Time, Inc.
<p data-bbox="237 1119 597 1180">THE CHEF'S TABLE &amp; DESIGN</p> 	3,843,673	09/07/2010	Noodle Time, Inc.
<p data-bbox="237 1421 597 1453">BENIHANA</p>	3,784,161	05/04/2010	Noodle Time, Inc.
<p data-bbox="237 1543 597 1575">BENIGRAM</p>	3,634,519	06/09/2009	Noodle Time, Inc.
<p data-bbox="237 1665 597 1726">KENMEI-ICHIBANCHA DESIGN</p>	2,851,354	06/08/2004	Noodle Time, Inc.

Trademark	Registration Number or Serial Number	Registration Date or Filing Date	Owner
			
KENMEI-ICHIBANCHA	2,762,510	09/09/2003	Noodle Time, Inc.
BENIHANA HERB TEA	2,778,343	10/28/2003	Noodle Time, Inc.
MISCELLANEOUS DESIGN	2,983,575	08/09/2005	Noodle Time, Inc.
			
BENISUSHI	2,709,651	04/22/2003	Noodle Time, Inc.
KABUKI KIDS AND DESIGN	4,030,723	09/27/2011	Noodle Time, Inc.
			
KABUKI KIDS	4,030,722	09/27/2011	Noodle Time, Inc.
BENIHANA	3,928,737	03/08/2011	Noodle Time, Inc.
FLOWER DESIGN	3,928,723	03/08/2011	Noodle Time, Inc.

Trademark	Registration Number or Serial Number	Registration Date or Filing Date	Owner
			
BENIHANA	85/223,480	01/21/2011	Noodle Time, Inc.
FLOWER DESIGN	1,072,697	01/21/2011	Noodle Time, Inc.
			
THE CHEF'S TABLE	85-555,344	02/28/2012	Noodle Time, Inc.
IT'S MORE FUN IN THE RA	3,087,776	05/02/2006	RA Sushi Holding Corp.
RA	3,087,775	05/02/2006	RA Sushi Holding Corp.
RA and DESIGN	2,209,246	12/08/1998	RA Sushi Holding Corp.
			
RA SUSHI and DESIGN	3,531,838	11/11/2008	RA Sushi Holding Corp
			
RA SUSHI BAR RESTAURANT	3,408,349	04/08/2008	RA Sushi Holding Corp

Trademark	Registration Number or Serial Number	Registration Date or Filing Date	Owner
			
PHONETIC RA SYMBOL DESIGN 	4,063,423	11/29/2011	RA Sushi Holding Corp
THE HOOK UP	85-374,460	07/18/2011	RA Sushi Holding Corp.
RA	85-357,575	06/27/2011	RA Sushi Holding Corp.
RA	85-357,569	06/27/2011	RA Sushi Holding Corp.
HARU and DESIGN 	2,546,193	03/12/2002	Haru Holding Corp.
HARU and DESIGN 	85-381,901	07/27/2011	Haru Holding Corp.
ACCESS	4111688	03/13/2012	Haru Holding Corp.
SAMURAI STEAK SEAFOOD SUSHI AND DESIGN	4,072,721	12/20/2011	The Samurai, Inc.

Trademark	Registration Number or Serial Number	Registration Date or Filing Date	Owner
