

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haru Holding Corp.		06/28/2018	Corporation:
Noodle Time, Inc.		06/28/2018	Corporation:
RA Sushi Holding Corp.		06/28/2018	Corporation:
The Samurai, Inc.		06/28/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	2030592		
Registration Number:	2851354		
Registration Number:	1426792		
Registration Number:	3928723		
Registration Number:	0937781		
Registration Number:	2983575		
Registration Number:	5150349		
Registration Number:	3784161	BENIHANA	
Registration Number:	5150351	BENIHANA	
Registration Number:	5150352	BENIHANA	
Registration Number:	1371624	BENIHANA	
Registration Number:	1412570	BENIHANA	
Registration Number:	3928737	BENIHANA	
Registration Number:	1230609	BENIHANA	
Serial Number:	87289336	BENIHANA GRILL	
Registration Number:	2778343	BENIHANA HERB TEA	

OP \$1215.00 2030592

Property Type	Number	Word Mark
Registration Number:	0940142	BENIHANA OF TOKYO
Registration Number:	4320373	EXPERIENCE THE ORIGINAL
Registration Number:	4030723	KABUKI KIDS
Registration Number:	4030722	KABUKI KIDS
Registration Number:	2762510	KENMEI-ICHIBANCHA
Registration Number:	4221563	THE CHEF'S TABLE
Registration Number:	3843673	THE CHEF'S TABLE C
Serial Number:	87602246	BENIHANA ORIGINAL YUM YUM SAUCE
Serial Number:	87706988	BENIHANA
Serial Number:	87714093	BENIHANA THE JAPANESE STEAKHOUSE
Serial Number:	87714095	ROCKY'S CHOICE
Serial Number:	87748755	RED FLOWER
Serial Number:	87830353	BENIHANA ORIGINAL YUM YUM SAUCE
Registration Number:	2546193	HARU
Registration Number:	2709147	HARU
Registration Number:	4125100	HARU
Registration Number:	4111688	ACCESS
Registration Number:	4622529	HARU CATERERS
Registration Number:	4622530	HARU CATERERS
Registration Number:	4985097	HARU RESTAURANT SUSHI BAR
Registration Number:	3087775	RA
Registration Number:	3087776	IT'S MORE FUN IN THE RA
Registration Number:	4063423	
Registration Number:	3408349	RA SUSHI BAR RESTAURANT
Registration Number:	4163607	THE HOOK UP
Registration Number:	4199774	RA
Registration Number:	3531838	RA SUSHI
Registration Number:	2209246	RA
Registration Number:	4307449	RA
Registration Number:	5201724	EXPLORE YOUR RA SIDE
Serial Number:	87830370	SAMURAI ORIGINAL YUM YUM SAUCE
Registration Number:	4072721	SAMURAI STEAK - SEAFOOD - SUSHI

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com, brittany.fox@hklaw.com

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 06/28/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of June, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ALLY BANK, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 28, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among SAFFLOWER HOLDINGS LLC, a Delaware limited liability company, and SAFFLOWER HOLDINGS CORP., a Delaware corporation (together, "Holdings") and BENIHANA INC., a Delaware corporation (the "Borrower"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", as that term is further defined therein), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of June 28, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement and subject thereto, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which terms, provisions, and rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND

SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**HARU HOLDING CORP.
NOODLE TIME, INC.
RA SUSHI HOLDING CORP.
THE SAMURAI, INC.**

By: 

Name: Thomas J. Baldwin

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006366 FRAME: 0374**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK

By: *Celeen Kisor*
Name: *Celeen Kisor*
Title: *Authorized Signatory*




[Signature Page to Trademark Security Agreement]







TRADEMARK
REEL: 006366 FRAME: 0375

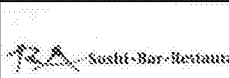





SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGISTERED	OWNER
United States		74/521,920	4/29/1994	2030592	1/14/1997	Noodle Time, Inc.
United States		76/331,664	10/25/2001	2851354	6/8/2004	Noodle Time, Inc.
United States		73/586,170	3/5/1986	1426792	1/27/1987	Noodle Time, Inc.
United States		85/115,397	8/25/2010	3928723	3/8/2011	Noodle Time, Inc.
United States		72/392,626	5/20/1971	937781	7/11/1972	Noodle Time, Inc.
United States		76/468,026	11/19/2002	2983575	8/9/2005	Noodle Time, Inc.
United States		87/092,819	7/5/2016	5150349	2/28/2017	Noodle Time, Inc.
United States	BENIHANA	77/829,100	9/17/2009	3784161	5/4/2010	Noodle Time, Inc.
United States	BENIHANA	87/092,826	7/5/2016	5150351	2/28/2017	Noodle Time, Inc.

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGISTERED	OWNER
United States		87/092,829	7/5/2016	5150352	2/28/2017	Noodle Time, Inc.
United States	BENIHANA	73/405,598	12/10/1982	1371624	11/19/1985	Noodle Time, Inc.
United States	BENIHANA	73/586,169	3/5/1986	1412570	10/7/1986	Noodle Time, Inc.
United States	BENIHANA	85/124,979	9/8/2010	3928737	3/8/2011	Noodle Time, Inc.
United States	BENIHANA	73/359,594	4/13/1982	1230609	3/8/1993	Noodle Time, Inc.
United States	BENIHANA GRILL	87/289,336	1/4/2017	N/A	N/A	Noodle Time, Inc.
United States	BENIHANA HERB TEA	76/308,897	9/5/2001	2778343	10/28/2003	Noodle Time, Inc.
United States	BENIHANA OF TOKYO	72/392,627	5/20/1971	940142	8/1/1972	Noodle Time, Inc.
United States	EXPERIENCE THE ORIGINAL	85/693,222	8/2/2012	4320373	4/16/2013	Noodle Time, Inc.
United States		85/082,425	7/12/2010	4030723	9/27/2011	Noodle Time, Inc.
United States	KABUKI KIDS	85/082,398	7/12/2010	4030722	9/27/2011	Noodle Time, Inc.
United States	KENMEI-ICHIBANCHA	76/331,659	10/25/2001	2762510	9/9/2003	Noodle Time, Inc.
United States	THE CHEF'S TABLE	85/555,344	2/28/2012	4221563	10/9/2012	Noodle Time, Inc.
United States		77/712,784	4/13/2009	3843673	9/7/2010	Noodle Time, Inc.
United States	BENIHANA ORIGINAL YUM YUM SAUCE	87/602,246	9/9/2017	N/A	N/A	Noodle Time, Inc.
United States	BENIHANA	87/706,988	12/4/2017	N/A	N/A	Noodle Time, Inc.

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGISTERED	OWNER
United States	BENIHANA THE JAPANESE STEAKHOUSE	87/714,093	12/8/2017	N/A	N/A	Noodle Time, Inc.
United States	ROCKY'S CHOICE	87/714095	12/8/2017	N/A	N/A	Noodle Time, Inc.
United States	RED FLOWER	87/748,755	1/9/2018	N/A	N/A	Noodle Time, Inc.
United States		87830353	3/12/2018	N/A	N/A	Noodle Time, Inc.
United States		76/045,818	5/10/2000	2546193	3/12/2002	Haru Holding Corp.
United States	HARU	76/149,458	6/11/2002	2709147	4/22/2003	Haru Holding Corp.
United States		85/381,901	7/27/2011	4125100	1/24/2012	Haru Holding Corp.
United States	ACCESS	85/381,910	7/27/2011	4111688	3/13/2012	Haru Holding Corp.
United States	HARU CATERERS	86/145,817	12/17/2013	4622529	5/27/2014	Haru Holding Corp.
United States		86/145,868	12/17/2013	4622530	5/27/2014	Haru Holding Corp.
United States		86/662,409	6/15/2015	4985097	1/19/2016	Haru Holding Corp.
New York	HARU	S20853	Unknown	S20853	3/17/2009	Noodle Time, Inc.
United States	RA	78/641,586	6/1/2005	3,087,775	5/2/2006	RA Sushi Holding Corp.
United States	IT'S MORE FUN IN THE RA	78/641,594	6/1/2005	3,087,776	5/2/2006	RA Sushi Holding Corp.
United States		85/321,574	5/16/2011	4,063,423	11/29/2011	RA Sushi Holding Corp.

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGISTERED	OWNER
United States		77/201,770	6/8/2007	3,408,349	4/8/2008	RA Sushi Holding Corp.
United States	THE HOOK UP	85/374,460	7/18/2011	4,163,607	6/26/2012	RA Sushi Holding Corp.
United States	RA	85/357,575	6/27/2011	4,199,774	8/28/2012	RA Sushi Holding Corp.
United States		77/201,764	6/8/2007	3,531,838	11/11/2008	RA Sushi Holding Corp.
United States		75/432,503	2/11/1998	2,209,246	12/8/1998	RA Sushi Holding Corp.
United States	RA	85/357,569	6/27/2011	4,307,449	3/26/2013	RA Sushi Holding Corp.
United States	EXPLORE YOUR RA SIDE	87/100,414	7/12/2016	5201724	12/6/2016	RA Sushi Holding Corp.
United States		T11000000937	9/27/2011	T11000000937	9/27/2011	Noodle Time, Inc.
Florida		85/070,346	6/24/2010	4,072,721	12/20/2011	The Samurai, Inc.
United States		87830370	3/12/2018	N/A	N/A	The Samurai, Inc.