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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents

100779707

original documents or copy thereof.

1. Name of conveying party(ies):

Kyoto Bowl Corp.

7-30-98

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: FINOVA Capital Corporation

Internal Address: _____

Street Address: 115 West Century Road

City Paramus State: N.J. ZIP: 07693

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Arizona
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 6/29/98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

5167044

5170656

1798300

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cheri Costa

Internal Address: _____

c/o Altheimer & Gray

Street Address: _____

10 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cheri L. Costa
Name of Person Signing

[Signature]
Signature

7/28/98
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1762 FRAME: 0418

07/31/1998 11:08:11
00000240 7516104
01 FC-461
02 FC-462

SERVICEMARK SECURITY AGREEMENT

This **SERVICEMARK SECURITY AGREEMENT**, dated as of June 29, 1998 (this "**Agreement**"), is between **KYOTO BOWL CORP.**, an Arizona corporation ("**Borrower**"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation ("**Secured Party**").

RECITALS

A. Borrower and Secured Party have entered into a certain Loan Agreement of even date herewith (as the same further may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), pursuant to which Secured Party has agreed to make loans and other financial accommodations to Borrower, on the terms and subject to the conditions of the Loan Agreement.

B. As one of the conditions precedent to the effectiveness of the Loan Agreement, Secured Party has required the execution and delivery by Borrower of this Agreement.

NOW, THEREFORE, in order to induce Secured Party to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Borrower's Obligations, Borrower does hereby mortgage, pledge and collaterally assign to Secured Party, and grant to Secured Party a continuing security interest in, all of the following property (the "**Servicemarks**"), whether now or hereafter owned, acquired or existing:

- (i) all the servicemarks referred to in Item A of Attachment 1 hereto and all prints and labels on which the Servicemarks have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;
- (ii) each Servicemark license referred to in Item B of Attachment 1 hereto;
- (iii) all reissues, extensions or renewals of any of the items described in clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in. clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of the Servicemarks or any Servicemark registration or Servicemark license, including the Servicemarks or any Servicemark registration or Servicemark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of the Servicemarks or for breach or enforcement of any Servicemark license.

3. **Security Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Secured Party in the Servicemarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement and the other Loan Instruments. The Loan Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms

4. **Release of Security Interest.** Upon payment in full of all of Borrower's Obligations then owing and the termination of all obligations of Secured Party under the Loan Agreement, Secured Party shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Servicemarks which has been granted hereunder.

5. **Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Servicemarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

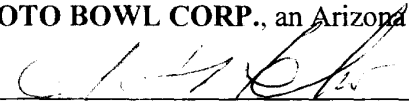
6. **Loan Instrument.** This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

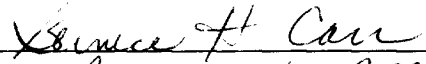


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KYOTO BOWL CORP., an Arizona corporation

By: 
Charles Chiu, President

FINOVA CAPITAL CORPORATION, a Delaware corporation

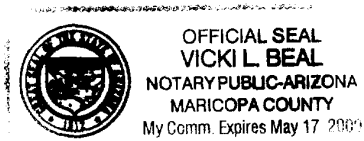
By: 
Name: BERNARD H. CARR
Title: Vice President



STATE OF ARIZONA)
)
COUNTY OF Maricopa) SS.

I, Vicki L. Beal, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Charles Chiu personally known to me to be President of KYOTO BOWL CORP., an Arizona corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such officer of said corporation, pursuant to authority. given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th of June, 1998.



Vicki L. Beal
Notary Public

My Commission Expires:



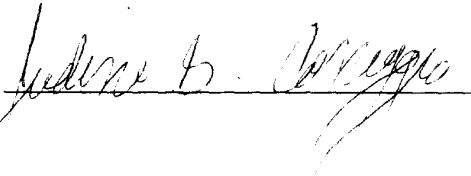
STATE OF NEW JERSEY

SS: PARAMUS

COUNTY OF BERGEN

On this 22nd day of July before me, Judine S. Correggio, personally appeared Bernice H. Carr personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "Judine S. Correggio", is written over a horizontal line.

JUDINE S. CORREGGIO
Notary Public, State of New Jersey
No. # 2181034
Commission Expires 9/1/2000

TRADEMARK
REEL: 1762 FRAME: 0423



ITEM A. SERVICEMARKS

Registered Servicemark

| <u>Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Date</u> |
|----------------|------------------|-------------------------|-------------|
| U.S. | Kyoto Teriyaki | 75167044 (Serial No.) | 9/12/96 |
| U.S. | Kyoto Express | 75170656 (Serial No.) | 9/13/96 |
| U.S. | Kyoto Bowl | 1798300 | 11/25/91 |

Pending Servicemark Applications

| <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------|------------------|-------------------|--------------------|
| None. | | | |

Servicemark Applications in Preparation

| <u>Country</u> | <u>Trademark</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products/ Services</u> |
|----------------|------------------|-------------------|-----------------------------|---------------------------|
| None | | | | |

ITEM B. SERVICEMARK LICENSES

None

