

04-11-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Yamada, LLC *B-25-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Ariz.-limited liability company

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

2. Name and address of receiving party(ies)
 Name: McDermott Restaurants, Inc.
 Internal Address: Suite 210
7373 E. Doubletree
 Street Address: Ranch Road
 City: Scottsdale State: AZ Zip: 85258

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 25, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2101302

Additional number(s) attached Yes No

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
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5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Roger H. Frommelt
 Internal Address: Felhaber, Larson, Fenlon & Vogt, P.A.
Suite 4200
 Street Address: 225 So. 6th Street
 City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Sadako Yamada *Sadako Yamada* February 25, 2002
 Name of Person Signing Signature Date

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

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

04/10/2002 TBIAZ1 00000229 2101302 01 FC:481 40.00 OP

TRADEMARK REEL: 002480 FRAME: 0526

SECURITY INTEREST AGREEMENT

The undersigned, Yamada, L.L.C. an Arizona limited liability company ("Debtor"), having its offices located at the Scottsdale Promenade Shopping Center, #1510, 7000 East Shea Boulevard, Scottsdale, AZ 85254 for value received, hereby grants unto McDermott Restaurants, Inc., an Arizona corporation having its offices at 7373 Doubletree Ranch Road, Suite 210, Scottsdale, Arizona 85258 ("Creditor") a security interest in the United States trademark "Sushi On Shea" (the "Mark") identified by the registration number 2101303, and the goodwill of Debtor's business connected with and symbolized by the above-mentioned trademark, collectively called the "Collateral." This security agreement also applies to the proceeds of such Collateral,

1. INDEBTEDNESS SECURED. This Agreement secures the Debtor's obligations ("Obligations") under a security agreement (the "Security Agreement") dated as of the date hereof, and on file at the offices of Creditor, the terms of which are incorporated herein; provided that the terms of this Agreement shall control where there is any conflict between the Security Agreement and this Agreement. The Debtor will not grant any license for the Collateral without the prior written consent of Creditor.

2. USE AND OWNERSHIP PRIOR TO DEFAULT. Unless and until an Event of Default (as defined under the Security Agreement incorporated herein) shall occur and be continuing, the Debtor shall retain the legal and equitable title to the Collateral, and shall have the right to use and register the Collateral in the ordinary course of business of the Debtor, but shall not be permitted to sell, assign, transfer, license, allow others to use or otherwise encumber the Collateral or any part thereof. The Debtor shall not permit the expiration of registration of the Mark in the United States Patent and Trademark Office, without the prior written consent of Creditor. In the event Debtor does not receive authorization from Creditor at least one month before any action must be taken in order to register or maintain registration for the Mark, Creditor will be deemed to have acquiesced in and authorized Debtor to take appropriate action for the sole purpose of registering or maintaining registration of the Mark.

3. REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default (as defined in the Security Agreement incorporated herein), Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for in the Security Agreement and herein, and such other rights and remedies as might be provided for by law. Debtor will, in the Event of Default (as defined under the Security Agreement incorporated herein), duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of any purchaser of the Collateral from the Creditor, including valid, recordable assignments of the Mark. In the event that Debtor should then fail or refuse to execute and

deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Debtor does hereby irrevocable appoint Creditor its attorney-in-fact to execute any or all of such documents of Debtor's behalf.

4. INDEMNITY. The Debtor agrees to indemnify and hold harmless Creditor from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, and to reimburse Creditor for all costs and expenses, including attorneys' fees, growing out of or resulting from this Agreement, or the exercise by Creditor of any right or remedy granted to it hereunder. In no event shall Creditor be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

5. FURTHER ASSURANCES. The Debtor agrees that it will join with Creditor in executing and, at its own expense, shall file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Creditor may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Creditor's security interest in the Collateral, and hereby authorizes Creditor to file financing statements and amendments thereto relative to all or any part of the Collateral without the signature of the Debtor where permitted by law, and agrees to do such further acts and things and execute and deliver to Creditor such additional conveyances, assignments, agreements and instruments as Creditor may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Creditor its rights, powers and remedies hereunder.

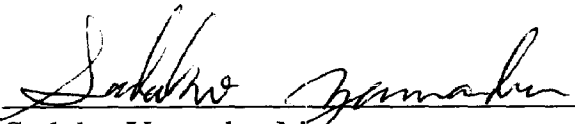
6. TERMINATION. This Agreement, and the security interest of Creditor hereunder, shall terminate as provided in the Security Agreement incorporated herein.

Dated: February 25, 2002

McDermott Restaurants, Inc.

Yamada, LLC

By 
Michael L. McDermott, President

By 
Sadako Yamada, Manager