

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BENIHANA INC.		02/10/2011	CORPORATION: DELAWARE
BENIHANA NATIONAL CORP.		02/10/2011	CORPORATION: DELAWARE
1501 BROADWAY RESTAURANT CORP.		02/10/2011	CORPORATION: NEW YORK
BENIHANA BETHESDA CORP.		02/10/2011	CORPORATION: NEW YORK
BENIHANA BRICKELL STATION CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA BROOMFIELD CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA CARLSBAD CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA CHANDLER CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA CHICAGO CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA COLUMBUS CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA CORAL SPRINGS CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA ENCINO CORP.		02/10/2011	CORPORATION: CALIFORNIA
BENIHANA INTERNATIONAL, INC.		02/10/2011	CORPORATION: DELAWARE
BENIHANA LAS COLINAS CORP.		02/10/2011	CORPORATION: TEXAS
BENIHANA LINCOLN ROAD CORP.		02/10/2011	CORPORATION: FLORIDA
BENIHANA LOMARD CORP.		02/10/2011	CORPORATION: ILLINOIS
BENIHANA MARINA CORP.		02/10/2011	CORPORATION: CALIFORNIA
BENIHANA MEADOWLANDS CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA MONTEREY CORPORATION		02/10/2011	CORPORATION: DELAWARE
BENIHANA NATIONAL OF FLORIDA CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA NEW YORK CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA OF PUENTE HILLS CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA OF TEXAS, INC.		02/10/2011	CORPORATION: TEXAS

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BENIHANA ONTARIO CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA ORLANDO CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA PLANO CORP.		02/10/2011	CORPORATION: TEXAS
BENIHANA PLYMOUTH MEETING CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA SCHAUMBURG CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA SUNRISE CORPORATION		02/10/2011	CORPORATION: DELAWARE
BENIHANA TUCSON CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA WESTBURY CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA WESTWOOD CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA WHEELING CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA WINTER PARK CORP.		02/10/2011	CORPORATION: DELAWARE
BENIHANA WOODLANDS CORP.		02/10/2011	CORPORATION: TEXAS
BIG SPLASH KENDALL CORP.		02/10/2011	CORPORATION: DELAWARE
HARU AMSTERDAM AVENUE CORP.		02/10/2011	CORPORATION: NEW YORK
HARU FOOD CORP.		02/10/2011	CORPORATION: NEW YORK
HARU GRAMERCY PARK CORP.		02/10/2011	CORPORATION: NEW YORK
HARU HOLDING CORP.		02/10/2011	CORPORATION: DELAWARE
HARU PARK AVENUE CORP.		02/10/2011	CORPORATION: DELAWARE
HARU PHILADELPHIA CORP.		02/10/2011	CORPORATION: DELAWARE
HARU PRUDENTIAL CORP.		02/10/2011	CORPORATION: DELAWARE
HARU THIRD AVENUE CORP.		02/10/2011	CORPORATION: DELAWARE
HARU TOO, INC.		02/10/2011	CORPORATION: NEW YORK
HARU WALL STREET CORP.		02/10/2011	CORPORATION: DELAWARE
MAXWELLS INTERNATIONAL INC.		02/10/2011	CORPORATION: DELAWARE
NOODLE TIME, INC.		02/10/2011	CORPORATION: FLORIDA
RA AHWATUKEE RESTAURANT CORP.		02/10/2011	CORPORATION: DELAWARE
RA FASHION VALLEY CORP.		02/10/2011	CORPORATION: DELAWARE
RA HOUSTON CORP		02/10/2011	CORPORATION: TEXAS
RA KIERLAND RESTAURANT CORP.		02/10/2011	CORPORATION: DELAWARE
RA SCOTTSDALE CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI ATLANTA MIDTOWN CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI BALTIMORE CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI CHICAGO CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI CHINO HILLS CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI CITY CENTER CORP.		02/10/2011	CORPORATION: TEXAS

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RA SUSHI CORONA CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI DENVER CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI FORTH WORTH CORP.		02/10/2011	CORPORATION: TEXAS
RA SUSHI GLENVIEW CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI HOLDING CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI HUNTINGTON BEACH CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI LAS VEGAS CORP.		02/10/2011	CORPORATION: NEVADA
RA SUSHI LEAWOOD CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI LEAWOOD CORP.		02/10/2011	CORPORATION: KANSAS
RA SUSHI LOMBARD CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI MESA CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI ORLANDO CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI PALM BEACH GARDENS CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI PEMBROKE PINES CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI PITTSBURGH CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI PLANO CORP.		02/10/2011	CORPORATION: TEXAS
RA SUSHI SAN DIEGO CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI SOUTH MIAMI CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI TORRANCE CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI TUCSON CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI TUSTIN CORP.		02/10/2011	CORPORATION: DELAWARE
RA SUSHI WESTWOOD CORP.		02/10/2011	CORPORATION: DELAWARE
RA TEMPE CORP.		02/10/2011	CORPORATION: DELAWARE
RUDYS RESTAURANT GROUP, INC.		02/10/2011	CORPORATION: NEVADA
TEPPAN RESTAURANTS, LTD.		02/10/2011	CORPORATION: OREGON
THE SAMURAI, INC.		02/10/2011	CORPORATION: NEW YORK

#### RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	1808 Aston Avenue, Suite 250
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 34

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:	940142	BENIHANA OF TOKYO
Registration Number:	937781	
Registration Number:	1426792	
Registration Number:	2030592	
Registration Number:	2054499	BENIPAC KANA
Registration Number:	2978345	BENIHANA EXPRESS
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:	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:	2709147	HARU
Registration Number:	2546193	HARU
Serial Number:	85082425	KABUKI KIDS
Serial Number:	85082398	KABUKI KIDS
Serial Number:	85124979	BENIHANA
Serial Number:	85115397	
Serial Number:	85223480	BENIHANA
Serial Number:	85223502	
Serial Number:	85070346	SAMURAI STEAK - SEAFOOD - SUSHI

**TRADEMARK**

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**CORRESPONDENCE DATA****Fax Number:** (202)739-3001*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 202.739.5950**Email:** ateixeira@morganlewis.com**Correspondent Name:** Antonio Cesar Teixeira**Address Line 1:** 1111 Pennsylvania Avenue, NW**Address Line 2:** Attention: TMSU**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20004**ATTORNEY DOCKET NUMBER:**

102513-0053

**NAME OF SUBMITTER:**

Antonio Cesar Teixeira

**Signature:**

/Antonio C. Teixeira/

**Date:**

02/18/2011

**Total Attachments: 59**

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**TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (this "Trademark Agreement") dated as of February 10, 2011 by and among **BENIHANA INC.**, a Delaware corporation ("Benihana Inc."), **BENIHANA NATIONAL CORP.**, a Delaware corporation ("BNC" and, collectively with Benihana Inc., the "Borrower" or the "Borrowers"), the Subsidiaries of the Borrower identified on Schedule A attached hereto, each Person that becomes a "Grantor" hereunder pursuant to the terms of Section 20 hereof (each such Person together with the Borrower and such Subsidiaries identified on Schedule A attached hereto, collectively, the "Grantors" and each individually, a "Grantor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (as successor by merger to Wachovia Bank, National Association), in its capacity as administrative agent (in such capacity, the "Administrative Agent") for itself and the Lenders (as defined below).

WHEREAS, the Borrower, certain of the other Grantors, the Lenders, and the Administrative Agent entered into that certain Existing Credit Agreement (as defined in the Credit Agreement as defined below), which has been amended and restated in its entirety by that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, amended and restated, restated, supplemented or modified and in effect from time to time, the "Credit Agreement"), and pursuant to the terms of the Credit Agreement, the Lenders have agreed to provide the Borrower certain extensions of credit;

WHEREAS, it is a condition precedent to the Lenders' providing such extensions of credit under the Credit Agreement to the Borrower that the Grantors execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, a trademark agreement in the form hereof; and

WHEREAS, each Grantor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, the Security Agreement (as defined in the Credit Agreement) pursuant to which each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in certain of the Grantors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule B attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

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

## **1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Grantor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;



(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark License Rights. Any and all past, present or future rights and interests of any Grantor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Grantor, or to which such Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Grantor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Grantor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Grantor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles,

elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Grantor, that (i) are set forth on Schedule B hereto, or (ii) have been adopted, acquired, owned, held or used by such Grantor or are now owned, held or used by such Grantor, in such Grantor's business, or with such Grantor's products and services, or in which such Grantor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Grantor in such Grantor's business or with such Grantor's products and services, or in which such Grantor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Grantor or its business or for the direct or indirect benefit of such Grantor or its business, including all such uses by such Grantor itself, by any of the affiliates of such Grantor, or by any franchisee, licensee or contractor of such Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, each Grantor hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties. In addition, each Grantor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Grantor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default.

**2.2. Supplemental to Security Agreement.** Pursuant to the Security Agreement each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the applicable UCC (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the applicable UCC. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Grantor with respect to the Pledged Trademarks) provided herein, or

arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of each Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each Grantor represents, warrants and covenants that: (i) Schedule B (as may be amended or updated in accordance with this Trademark Agreement) sets forth, as of the Closing Date (or if amended or updated in accordance with this Trademark Agreement, as of the date of the most recent amendment or update) a true and complete list of all Trademark Registrations now owned, licensed, controlled or used by such Grantor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Grantor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Grantor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim exists that the actual use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others; (vi) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) such Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into any written agreement with each of its present and future employees, agents, consultants, licensors and licensees as are necessary to enable such Grantor to comply with the covenants herein contained; (viii) such Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the Secretary of States for the State or Commonwealth where such Grantor is organized under the applicable UCC and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Grantor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

#### **4. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Administrative Agent's prior written consent and except as permitted by the Credit Agreement or Security Agreement, no Grantor will (i) mortgage, pledge, assign, encumber, grant a security interest in or Lien on, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Trademark Agreement or the Security Agreement.

#### **5. AFTER-ACQUIRED TRADEMARKS, ETC.**

**5.1. After-acquired Trademarks.** If, before the Obligations shall have been indefeasibly and finally paid and satisfied in full in cash or if there shall exist any commitment or obligation of the Secured Parties under the Credit Agreement or any other Loan Document, any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Grantor, within forty-five (45) days after the end of each Fiscal Quarter shall provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

**5.2. Amendment to Schedule.** Each Grantor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Grantor's further approval or signature, by amending Schedule B hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 5.

#### **6. TRADEMARK PROSECUTION.**

**6.1. Grantors Responsible.** Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent harmless from any and all costs, damages, liabilities and expenses that may be reasonably incurred by the Administrative Agent in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

**6.2. Grantors' Duties, etc.** With respect to all material Trademark Registrations and material Trademarks, each Grantor shall have the right and the duty to prosecute diligently any trademark registration applications of such Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in such Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect such Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any such Trademarks or Trademark Registrations. No Grantor may abandon any filed trademark registration application, or any Trademark Registration or Trademark unless such

application, Trademark Registration, or Trademark, as applicable, is not material and such abandonment is in a reasonable manner consistent with such Grantor's past business practices and in the ordinary course of such Grantor's business. Any expenses incurred in connection with such applications and actions shall be borne by the Grantors.

6.3. **Grantors' Enforcement Rights.** Each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the material Trademarks, material Trademark Registrations and material Trademark Rights, in each case, in a commercially reasonable manner consistent with such Grantor's past business practices. Any Grantor may require the Administrative Agent to join in such suit or action as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is satisfied that such joinder will not subject the Administrative Agent or any Secured Party to any risk of liability. Each Grantor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this Section 6.3.

6.4. **Protection of Trademarks, etc.** Each Grantor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the material Pledged Trademarks in a commercially reasonable manner consistent with such Grantor's past business practices. Subject to Section 6, no Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of such material Pledged Trademarks.

6.5. **Notification by Grantors.** Promptly upon obtaining knowledge thereof, the Grantors will notify the Administrative Agent in writing of (a) the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any material Trademarks or Trademark Registrations or (b) any other event affecting any Grantor's rights, title or interests in and to the material Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of such material Pledged Trademarks, the ability of any Grantor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **7. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.1, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the UCC, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize

upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Grantors at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

#### **8. COLLATERAL PROTECTION.**

If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor made hereunder shall be breached, the Administrative Agent, in its own name or that of such Grantor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantors jointly and severally agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

#### **9. POWER OF ATTORNEY.**

Each Grantor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power, to the extent permitted by applicable law, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder; provided that the Administrative Agent shall only take such actions as such Grantor's attorney-in-fact upon the occurrence and during the continuance of an Event of Default. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

#### **10. FURTHER ASSURANCES.**

Each Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

#### **11. COURSE OF DEALING.**

No course of dealing between any Grantor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### **12. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent or the Secured Parties in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors, such liability is to be borne jointly and severally.

#### **13. OVERDUE AMOUNTS.**

Until paid, all overdue amounts payable by any Grantor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

#### **14. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF**

THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND THE ASSIGNORS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

#### **15. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in accordance with Section 10.02 of the Credit Agreement

#### **16. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Required Lenders) and the Grantors, except as provided in Section 5.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

#### **17. GOVERNING LAW; CONSENT TO JURISDICTION.**

17.1. **GOVERNING LAW.** THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OR CHOICE OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAWS OF THE STATE OF NEW YORK.)

17.2. **SUBMISSION TO JURISDICTION.** EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER



PROVIDED BY LAW. NOTHING IN THIS TRADEMARK AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

17.3. **WAIVER OF VENUE.** EACH GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 17.2. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

17.4. **SERVICE OF PROCESS.** EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

### **18. Waiver of Jury Trial.**

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

### **19. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Secured Parties and their

respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Trademark Agreement.

## **20. ADDITIONAL GRANTORS.**

Any Subsidiary of any Loan Party (each an “Additional Grantor”) may hereafter become a party to this Trademark Agreement by executing a counterpart hereof or a joinder agreement, in each case in form and substance reasonably satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery by any Additional Grantor, notice of which is hereby waived by the Grantors, such Additional Grantor shall be deemed to have made the representations and warranties set forth herein as of such time of such Additional Grantor’s execution thereof, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Trademark Agreement as of the Closing Date, and the Administrative Agent, for itself and for the benefit of the Secured Parties, shall be entitled to all of the benefits of such Additional Grantor’s obligations hereunder.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

**BENIHANA INC.**, a Delaware corporation

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

**1501 BROADWAY RESTAURANT CORP.**, a New York corporation

**BENIHANA BETHESDA CORP.**, a New York corporation

**BENIHANA BRICKELL STATION CORP.**, a Delaware corporation

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

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

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

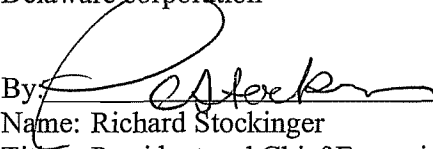
**BENIHANA CHICAGO CORP.**, a Delaware corporation

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

**BENIHANA CORAL SPRINGS CORP.**, a Delaware corporation

**BENIHANA ENCINO CORP.**, a California corporation

**BENIHANA INTERNATIONAL, INC.**, a Delaware corporation

By:   
Name: Richard Stockinger  
Title: President and Chief Executive Officer of each of the foregoing Grantors

**BENIHANA LAS COLINAS CORP.**, a Texas corporation

**BENIHANA LINCOLN ROAD CORP.**, a Florida corporation

**BENIHANA LOMARD CORP.**, an Illinois corporation

**BENIHANA MARINA CORP.**, a California corporation

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

**BENIHANA MONTEREY CORPORATION**, a Delaware corporation

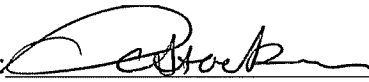
**BENIHANA NATIONAL OF FLORIDA CORP.**, a Delaware corporation

**BENIHANA NEW YORK CORP.**, a Delaware corporation

**BENIHANA OF PUENTE HILLS CORP.**, a Delaware corporation

**BENIHANA OF TEXAS, INC.**, a Texas corporation

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

By: 

Name: Richard Stockinger

Title: President and Chief Executive Officer of each of the foregoing Grantors

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

**BENIHANA PLANO CORP.**, a Texas corporation

**BENIHANA PLYMOUTH MEETING CORP.**, a Delaware corporation

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

**BENIHANA SUNRISE CORPORATION**, a Delaware corporation

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

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

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

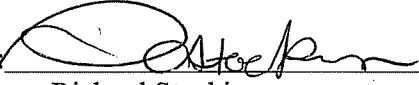
**BENIHANA WHEELING CORP.**, a Delaware corporation

**BENIHANA WINTER PARK CORP.**, a Delaware corporation

**BENIHANA WOODLANDS CORP.**, a Texas corporation

**BIG SPLASH KENDALL CORP.**, a Delaware corporation

**HARU AMSTERDAM AVENUE CORP.**, a New York corporation

By:   
Name: Richard Stockinger  
Title: President and Chief Executive Officer of each of the foregoing Grantors

**HARU FOOD CORP.**, a New York corporation

**HARU GRAMERCY PARK CORP.**, a New York corporation

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

**HARU PARK AVENUE CORP.**, a Delaware corporation

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

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

**HARU THIRD AVENUE CORP.**, a Delaware corporation

**HARU TOO, INC.**, a New York corporation

**HARU WALL STREET CORP.**, a Delaware corporation

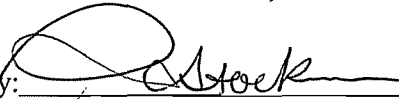
**MAXWELL'S INTERNATIONAL INC.**, a Delaware corporation

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

**RA AHWATUKEE RESTAURANT CORP.**, a Delaware corporation

**RA FASHION VALLEY CORP.**, a Delaware corporation

**RA HOUSTON CORP.**, a Texas corporation

By: 

Name: Richard Stockinger

Title: President and Chief Executive Officer of  
each of the foregoing Grantors

**RA KIERLAND RESTAURANT CORP.**, a  
Delaware corporation

**RA SCOTTSDALE CORP.**, a Delaware  
corporation

**RA SUSHI ATLANTA MIDTOWN CORP.**, a  
Delaware corporation

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

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

**RA SUSHI CHINO HILLS CORP.**, a Delaware  
corporation

**RA SUSHI CITY CENTER CORP.**, a Texas  
corporation

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

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

**RA SUSHI FORT WORTH CORP.**, a Texas  
corporation

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

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

By: 

Name: Richard Stockinger

Title: President and Chief Executive Officer of  
each of the foregoing Grantors

**RA SUSHI HUNTINGTON BEACH CORP.**, a  
Delaware corporation

**RA SUSHI LAS VEGAS CORP.**, a Nevada  
corporation

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

**RA SUSHI LEAWOOD CORP.**, a Kansas  
corporation

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

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

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

**RA SUSHI PALM BEACH GARDENS CORP.**,  
a Delaware corporation

**RA SUSHI PEMBROKE PINES CORP.**, a  
Delaware corporation

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

**RA SUSHI PLANO CORP.**, a Texas corporation

**RA SUSHI SAN DIEGO CORP.**, a Delaware  
corporation

**RA SUSHI SOUTH MIAMI CORP.**, a Delaware  
corporation

By: \_\_\_\_\_

Name: Richard Stockinger

Title: President and Chief Executive Officer of  
each of the foregoing Grantors



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

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

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

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

**RA TEMPE CORP.**, a Delaware corporation

**RUDY'S RESTAURANT GROUP, INC.**, a Nevada corporation

**TEPPAN RESTAURANTS, LTD.**, an Oregon corporation

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

By: 

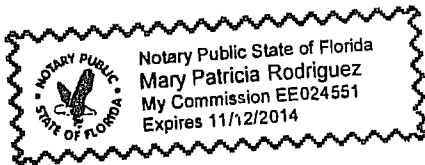
Name: Richard Stockinger

Title: President and Chief Executive Officer of  
each of the foregoing Grantors

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF FL )  
 ) ss.  
COUNTY OF Miami Dade )

On this 8 day of [February, 2011], before me, the undersigned notary public, personally appeared Richard Stockinger who provided me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of each of the aforementioned entities.

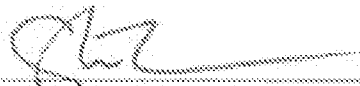


Mary Patricia Rodriguez  
(official signature and seal of notary)

My commission expires:

Nov. 12, 2014

**WELLS FARGO, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Stephen A. Leon  
Title: Managing Director

ACKNOWLEDGMENT

State of California                     )  
County of San Diego                 )

On Feb 8<sup>th</sup>, 2011 before me, Carla Lee Ward, Notary Public, personally appeared Stephen A. Leon, who proved 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carla Lee Ward (Seal)  
Notary Public



## **SCHEDULE A**

1501 Broadway Restaurant Corp., a New York corporation  
Benihana Bethesda Corp., a New York corporation  
BENIHANA BRICKELL STATION CORP., a Delaware corporation  
Benihana Broomfield Corp., a Delaware corporation  
BENIHANA CARLSBAD CORP., a Delaware corporation  
Benihana Chandler Corp., a Delaware corporation  
Benihana Chicago Corp., a Delaware corporation  
BENIHANA COLUMBUS CORP., a Delaware corporation  
BENIHANA CORAL SPRINGS CORP., a Delaware corporation  
BENIHANA ENCINO CORP., a California corporation  
BENIHANA INTERNATIONAL, INC., a Delaware corporation  
Benihana Las Colinas Corp., a Texas corporation  
BENIHANA LINCOLN ROAD CORP., a Florida corporation  
BENIHANA LOMBARD CORP., an Illinois corporation  
BENIHANA MARINA CORP., a California corporation  
BENIHANA MEADOWLANDS CORP., a Delaware corporation  
Benihana Monterey Corporation, a Delaware corporation  
BENIHANA NATIONAL OF FLORIDA CORP., a Delaware corporation  
BENIHANA NEW YORK CORP., a Delaware corporation  
BENIHANA OF PUENTE HILLS CORP., a Delaware corporation  
BENIHANA OF TEXAS, INC., a Texas corporation  
BENIHANA ONTARIO CORP., a Delaware corporation  
BENIHANA ORLANDO CORP., a Delaware corporation  
BENIHANA PLANO CORP., a Texas corporation  
Benihana Plymouth Meeting Corp., a Delaware corporation  
Benihana Schaumburg Corp., a Delaware corporation  
BENIHANA SUNRISE CORPORATION, a Delaware corporation  
Benihana Tucson Corp., a Delaware corporation  
Benihana Westbury Corp., a Delaware corporation  
Benihana Westwood Corp., a Delaware corporation  
BENIHANA WHEELING CORP., a Delaware corporation  
BENIHANA WINTER PARK CORP., a Delaware corporation  
Benihana Woodlands Corp., a Texas corporation  
BIG SPLASH KENDALL CORP., a Delaware corporation  
Haru Amsterdam Avenue Corp., a New York corporation  
Haru Food Corp., a New York corporation  
Haru Gramercy Park Corp., a New York corporation  
Haru Holding Corp., a Delaware corporation  
HARU PARK AVENUE CORP., a Delaware corporation  
Haru Philadelphia Corp., a Delaware corporation  
Haru Prudential Corp., a Delaware corporation  
Haru Third Avenue Corp., a Delaware corporation  
Haru Too, Inc., a New York corporation  
Haru Wall Street Corp., a Delaware corporation

MAXWELL'S INTERNATIONAL INC., a Delaware corporation  
Noodle Time, Inc., a Florida corporation  
RA Ahwatukee Restaurant Corp., a Delaware corporation  
RA Fashion Valley Corp., a Delaware corporation  
Ra Houston Corp, a Texas corporation  
RA Kierland Restaurant Corp., a Delaware corporation  
RA Scottsdale Corp., a Delaware corporation  
RA SUSHI ATLANTA MIDTOWN CORP., a Delaware corporation  
RA Sushi Baltimore Corp., a Delaware corporation  
RA Sushi Chicago Corp., a Delaware corporation  
RA SUSHI CHINO HILLS CORP., a Delaware corporation  
RA Sushi City Center Corp., a Texas corporation  
RA Sushi Corona Corp., a Delaware corporation  
RA Sushi Denver Corp., a Delaware corporation  
RA SUSHI FORT WORTH CORP., a Texas corporation  
RA Sushi Glenview Corp., a Delaware corporation  
RA Sushi Holding Corp., a Delaware corporation  
RA Sushi Huntington Beach Corp., a Delaware corporation  
RA Sushi Las Vegas Corp., a Nevada corporation  
RA SUSHI LEAWOOD CORP., a Delaware corporation  
RA Sushi Leawood Corp., a Kansas corporation  
RA Sushi Lombard Corp., a Delaware corporation  
RA Sushi Mesa Corp., a Delaware corporation  
RA SUSHI ORLANDO CORP., a Delaware corporation  
RA Sushi Palm Beach Gardens Corp., a Delaware corporation  
RA SUSHI PEMBROKE PINES CORP., a Delaware corporation  
RA Sushi Pittsburgh Corp., a Delaware corporation  
RA Sushi Plano Corp., a Texas corporation  
RA Sushi San Diego Corp., a Delaware corporation  
RA Sushi South Miami Corp., a Delaware corporation  
RA Sushi Torrance Corp., a Delaware corporation  
RA Sushi Tucson Corp., a Delaware corporation  
RA Sushi Tustin Corp., a Delaware corporation  
RA Sushi Westwood Corp., a Delaware corporation  
RA Tempe Corp., a Delaware corporation  
Rudy's Restaurant Group, Inc., a Nevada corporation  
Teppan Restaurants, Ltd., an Oregon corporation  
The Samurai, Inc., a New York corporation



## SCHEDULE B



### Federal Trademark and Service Mark Registrations:

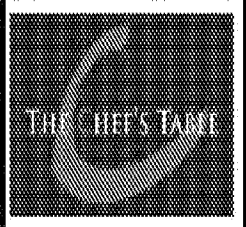
TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
<b>US Federal</b> <b>Q-7</b> <b>f-1</b>  33076. 0010.01	BENIHANA  SN:73-359594 RN:1,230,609 Regis. Date: 03/08/1983 Filed: 04/13/1982	Renewed March 8, 2003	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, FL 33166
<b>US Federal</b> <b>Q-7</b> <b>f-2</b>  33076. 0010.02	BENIHANA  SN:73-405598 RN:1,371,624 Regis. Date: 11/19/1985 Filed: 12/10/1982	Renewed April 12, 2006	(Int'l Class: 33) Sake	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, FL 33166
<b>US Federal</b> <b>Q-7</b> <b>f-3</b>  33076. 0010.03	BENIHANA  SN:73-586169 RN:1,412,570 Regis. Date: 10/07/1986 Filed: 03/05/1986	Renewed October 7, 2006	(Int'l Class: 33) Wines, namely, plum wine; and spirits, namely, sake	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, FL 33166


TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
<b>US Federal</b> <b>Q-7</b> <b>f-4</b>  33076. 0010.04	BENIHANA and Design   SN:74-521919 RN:2,029,115 Regis. Date: 01/07/1997 Filed: 04/29/1994	Renewed January 3, 2007	(Int'l Class: 29) Edible oils and fats	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, FL 33166
<b>US Federal</b> <b>Q-7</b> <b>f-5</b>  33076. 0010.05	BENIHANA GRILL (Stylized)   SN:75-209551 RN:2,119,770 Regis. Date: 12/09/1997 Filed: 12/06/1996	Renewed December 9, 2007	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
<b>US Federal</b> <b>Q-7</b> <b>f-6</b>  33076. 0010.06	BENIHANA GRILL and Design   SN:74-702907 RN:2,058,184 Regis. Date: 04/29/1997 Filed: 07/18/1995	Renewed April 29, 2007	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166






TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal Q-7 f-7  3307	BENIHANA OF TOKYO  SN:72-392627 RN:940,142 Regis. Date: 08/01/1972 Filed: 05/20/1971	Renewed August 1, 2002	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
US Federal Q-7 f-8  33076. 0010.08	MISCELLANEOUS DESIGN   SN:72-392626 RN:937,781 Regis. Date: 07/11/1972 Filed: 05/20/1971	Renewed July 11, 2002 Updated design 6/10/2010	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
US Federal Q-7 f-9  33076. 0010.09	MISCELLANEOUS DESIGN   SN:73-586170 RN:1,426,792 Regis. Date: 01/27/1987 Filed: 03/05/1986	Renewed January 27, 2007	(Int'l Class: 33) Wines, namely, plum wine; and spirits, namely, sake	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166

TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal <b>Q-7</b> <b>f-10</b>  33076. 0010.10	MISCELLANEOUS DESIGN    SN:74-521920 RN:2,030,592 Regis. Date: 01/14/1997 Filed: 04/29/1994	Renewed January 14, 2007	(Int'l Class: 29) Edible oils and fats	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
US Federal  33076. 0010.11	BENIPAC KANA & DESIGN    SN: 75-049599 RN: 2,054,499 Regis. Date: 04/22/1997 Filed: 01/29/1996	Renewed February 27, 2007	(Int'l Class: 42) Carry out food services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
US Federal  33076. 0010.13	BENIHANA EXPRESS  SN: 78-176,027 RN: 2,978,345 Regis. Date: 07/26/2005 Filed: 10/18/2002	Registered	(Intl' Class: 43) Restaurant services	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166


TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal  33076. 0010.14	THE CHEF'S TABLE & DESIGN    SN: 77-712,784 RN: 3,843,673 Filed: 04/13/2009 Regis. Date: 09/07/2010	Registered	(Intl' Class: 35) Membership club services through email communications featuring invitations to events at the local restaurant, complimentary birthday dinners, opportunities to participate in guest surveys, promotional offers and early notices of new menu items.	Owner: <b>Noodle Time, Inc.</b>	
US Federal  33076. 0010.15	BENIHANA  SN: 77-829,100 RN: 3,784,161 Regis. Date: 05/04/2010 Filed: 09/17/2009	Registered	(Intl' Class: 21) Drinking mugs	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal  33076. 0010.16	BENIGRAM  SN: 77-594,734 RN: 3,634,519 Regis. Date: 06/09/2009 Filed: 10/17/2008	Registered	(Intl' Class 38) Providing email services in the nature of a user created email greeting in which the letters are formed from food slices cut by an animated Benihana chef	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166

TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal  33076. 0010.17	KENMEI-ICHIBANCHA DESIGN    SN: 76-331,664 RN: 2,851,354 Regis. Date: 06/08/2004 Filed: 10/25/2001	Registered	(Intl' Class 30) Tea	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal  33076. 0010.18	KENMEI-ICHIBANCHA  SN: 76-331,659 RN: 2,762,510 Regis. Date: 09/09/2003 Filed: 10/25/2001	Registered	(Intl' Class 30) Tea	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal  33076. 0010.19	BENIHANA HERB TEA  SN: 76-308,897 RN: 2,778,343 Regis. Date: 10/28/2003 Filed: 09/05/2001	Registered	(Intl' Class 30) Tea	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166


TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal  33076. 0010.20	MISCELLANEOUS DESIGN    SN: 76-468,026 RN: 2,983,575 Regis. Date: 08/09/2005 Filed: 11/19/2002	Registered	(Intl' Class 43) Restaurant services	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal  33076. 0010.21	BENISUSHI  SN: 75-763,902 RN: 2,709,651 Regis. Date: 04/22/2003 Filed: 07/29/1999	Registered	(Intl' Class 42) Restaurant and carry out restaurant services	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal  33076.010 .55	KABUKI KIDS AND DESIGN    SN: 85/082,425 Filed: 07/12/2010	Pending	Intl' Class 035 Customer incentive award program, namely, a restaurant customer loyalty program for children that provides meal discounts, retail store discounts and related restaurant benefits to reward repeat customers. Intl' Class 043 Restaurant, bar, catering, and take-out services.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.


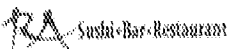
TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal  33076.010 .56	KABUKI KIDS  SN: 85/082,398 Filed: 07/12/2010	Pending	Intl' Class 035 Customer incentive award program, namely, a restaurant customer loyalty program for children that provides meal discounts, retail store discounts and related restaurant benefits to reward repeat customers. Intl' Class 043 Restaurant, bar, catering, and take-out services.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.
US Federal  33076.010.59	BENIHANA  SN: 85/124,979 Filed: 09/08/2010	Pending Publication Date: 12/21/2010	Intl' Class 035 Franchise services, namely, offering business management assistance in the establishment and operation of restaurant and bar services.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.
US Federal  33076.010.60	FLOWER DESIGN    SN: 85/115,397 Filed: 08/25/2010	Pending Publication Date: 12/21/2010	Intl' Class 035 Franchise services, namely, offering business management assistance in the establishment and operation of restaurant and bar services.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.



TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal 33076.010.61	BENIHANA SN: 85/223,480 Filed: 01/21/2011	Pending	<p>Intl' Class 08 Chef knives; flatware and cutlery namely, forks, knives and spoons.</p> <p>Intl' Class 021 Serving dishes, bowls, forks, spoons, tongs, trays, ladles, and platters not of precious metal; bowls; Japanese rice bowls not of precious metal; chopsticks, chopstick rests, and chopstick cases; salt and pepper shakers; tea sets; sake cups and serving bottles not precious metal.</p> <p>Intl' Class 029 Frozen appetizers and meals consisting primarily of meat, seafood, poultry, or vegetables, with and without seasonings and sauces; pre-packaged appetizers and meals consisting primarily of meat, seafood, poultry, or vegetables, with and without seasonings and sauces; preparations for making soups; marinated or seasoned meat, seafood, poultry, or vegetables; frozen meat, seafood, poultry, or vegetables.</p> <p>Intl' Class 030 Frozen and pre-packaged appetizers and meals consisting primarily of pasta, noodles, or rice with and without seasonings and sauces; pre-packaged appetizers and meals consisting primarily of pasta, noodles, or rice with and without seasonings and sauces; salad dressings; cooking sauces; soy sauce; teriyaki sauce; noodles; noodles or rice with sauce and seasoning toppings combined in unitary packages; seasoning mixes; food seasonings; rice; Asian noodles.</p>	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.

TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal  33076.010.62	FLOWER DESIGN  SN: 85/223,502 Filed: 01/21/2011	Pending	Intl' Class 08 Chef knives; flatware and cutlery namely, forks, knives and spoons. Intl' Class 021 Serving dishes, bowls, forks, spoons, tongs, trays, ladles, and platters not of precious metal; bowls; Japanese rice bowls not of precious metal; chopsticks, chopstick rests, and chopstick cases; salt and pepper shakers; tea sets; sake cups and serving bottles not of precious metal. Intl' Class 029 Frozen appetizers and meals consisting primarily of meat, seafood, poultry, or vegetables, with and without seasonings and sauces; pre-packaged appetizers and meals consisting primarily of meat, seafood, poultry, or vegetables, with and without seasonings and sauces; preparations for making soups; marinated or seasoned meat, seafood, poultry, or vegetables; frozen meat, seafood, poultry, or vegetables. Intl' Class 030 Frozen and pre-packaged appetizers and meals consisting primarily of pasta, noodles, or rice with and without seasonings and sauces; pre-packaged appetizers and meals consisting primarily of pasta, noodles, or rice with and without seasonings and sauces; salad dressings; cooking sauces; soy sauce; teriyaki sauce; noodles; noodles or rice with sauce and seasoning toppings combined in unitary packages; seasoning mixes; food seasonings; rice; Asian noodles.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.



TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal 33076. 0010.24	IT'S MORE FUN IN THE RA! SN: 78-641,594 RN: 3,087,776 Regis. Date: 05/02/2006 Filed: 06/01/2005	Registered	(Intl' Class 43) Sushi bar services and Asian food restaurant services	Owner: <b>RA Sushi Holding Corp.</b> By Assignment recorded 09/12/2007	Registrant: RA Scottsdale Corp. Delaware Corp. 3815 N. Scottsdale Road Scottsdale, AZ 85251
US Federal 33076. 0010.25	RA SN: 78-641,586 RN: 3,087,775 Regis. Date: 05/02/2006 Filed: 06/01/2005	Registered	(Intl' Class 43) Sushi bar services and Asian food restaurant services	Owner: <b>RA Sushi Holding Corp.</b> By Assignment recorded 09/12/2007	Registrant: RA Scottsdale Corp. Delaware Corp. 3815 N. Scottsdale Road Scottsdale, AZ 85251
US Federal 33076. 0010.26	RA and DESIGN  SN: 75-432,503 RN: 2,209,246 Regis. Date: 12/08/1998 Filed: 02/11/1998	Registered	(Intl' Class 42) Sushi bar services and Asian food restaurant services	Owner: <b>RA Sushi Holding Corp.</b> By Assignment recorded 09/12/2007	Registrant: H.K.H., LLC Arizona Ltd. Liability Co. 3815 N. Scottsdale Road Scottsdale, AZ 85251

TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
<b>US Federal</b>  33076. 0010.27	RA SUSHI and DESIGN    SN: 77-201,764 RN: 3,531,838 Regis. Date: 11/11/2008 Filed: 06/08/2007	Registered	(Intl' Class 43) Asian food restaurant services	Owner: <b>RA Sushi Holding Corp</b> By Assignment recorded 09/12/2007	Registrant: RA Sushi Holding Corp. Delaware Corp. 3815 N. Scottsdale Road Scottsdale, AZ 85251
<b>US Federal</b>  33076. 0010.28	RA SUSHI BAR RESTAURANT    SN: 77-201,770 RN: 3,408,349 Regis. Date: 04/08/2008 Filed: 06/08/2007	Registered	(Intl' Class 43) Asian food restaurant services	Owner: <b>RA Sushi Holding Corp</b> By Assignment recorded 09/12/2007	Registrant: RA Sushi Holding Corp. Delaware Corp. 3815 N. Scottsdale Road Scottsdale, AZ 85251
<b>US Federal</b>  33076. 0010.22	HARU  SN: 76-419,458 RN: 2,709,147 Regis. Date: 04/22/2003 Filed: 06/11/2002	Registered	(Int' Class 43) Restaurant services	Owner: <b>Haru Holding Corp.</b>	Registrant: Haru Holding Corp. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166

TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal  33076. 0010.23	HARU and DESIGN    SN: 76-045,818 RN: 2,546,193 Regis. Date: 03/12/2002 Filed: 05/10/2000	Registered	(Intl' Class 42) Restaurant services	Owner: <b>Haru Holding Corp.</b>	Registrant: Haru Holding Corp. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal  33076.010 .57	SAMURAI STEAK SEAFOOD SUSHI AND DESIGN    SN: 85/070,346 Filed: 06/24/2010	Suspended 01/18/2011 pending Cancellation No. 92053441	Intl' Class 043 Restaurant, bar, catering, and take-out services.	Owner: <b>The Samurai, Inc.</b>	Applicant: The Samurai, Inc. A NY corporation 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166

## **EXHIBIT 1**

### **ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

Dated as of \_\_\_\_\_, \_\_\_\_ 20\_\_\_\_

WHEREAS, **BENIHANA INC.**, a Delaware corporation, and each other entity set forth on the signature pages hereto (collectively, the “Assignors” and each individually, an “Assignor”) have adopted and used and are using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and are the owners of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_(the “Assignee”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument as of the date first written above.

**BENIHANA INC.,** a Delaware corporation

**1501 BROADWAY RESTAURANT CORP.,** a  
New York corporation

**BENIHANA BETHESDA CORP.,** a New York  
corporation

**BENIHANA BRICKELL STATION CORP.,** a  
Delaware corporation

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

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

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

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

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

**BENIHANA CORAL SPRINGS CORP.,** a  
Delaware corporation

**BENIHANA ENCINO CORP.,** a California  
corporation

**BENIHANA INTERNATIONAL, INC.,** a  
Delaware corporation

By: \_\_\_\_\_  
Name: Richard Stockinger  
Title: President and Chief Executive Officer of  
each of the foregoing Assignors

**BENIHANA LAS COLINAS CORP.**, a Texas corporation

**BENIHANA LINCOLN ROAD CORP.**, a Florida corporation

**BENIHANA LOMARD CORP.**, an Illinois corporation

**BENIHANA MARINA CORP.**, a California corporation

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

**BENIHANA MONTEREY CORPORATION**, a Delaware corporation

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

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

**BENIHANA NEW YORK CORP.**, a Delaware corporation

**BENIHANA OF PUENTE HILLS CORP.**, a Delaware corporation

**BENIHANA OF TEXAS, INC.**, a Texas corporation

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

By: \_\_\_\_\_  
Name: Richard Stockinger  
Title: President and Chief Executive Officer of  
each of the foregoing Assignors

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

**BENIHANA PLANO CORP.**, a Texas corporation

**BENIHANA PLYMOUTH MEETING CORP.**, a Delaware corporation

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

**BENIHANA SUNRISE CORPORATION**, a Delaware corporation

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

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

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

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

**BENIHANA WINTER PARK CORP.**, a Delaware corporation

**BENIHANA WOODLANDS CORP.**, a Texas corporation

**BIG SPLASH KENDALL CORP.**, a Delaware corporation

**HARU AMSTERDAM AVENUE CORP.**, a New York corporation

By: \_\_\_\_\_

Name: Richard Stockinger

Title: President and Chief Executive Officer of each of the foregoing Assignors

**HARU FOOD CORP.**, a New York corporation

**HARU GRAMERCY PARK CORP.**, a New York corporation

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

**HARU PARK AVENUE CORP.**, a Delaware corporation

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

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

**HARU THIRD AVENUE CORP.**, a Delaware corporation

**HARU TOO INC.**, a New York corporation

**HARU WALL STREET CORP.**, a Delaware corporation

**MAXWELL'S INTERNATIONAL INC.**, a Delaware corporation

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

**RA AHWATUKEE RESTAURANT CORP.**, a Delaware corporation

**RA FASHION VALLEY CORP.**, a Delaware corporation

**RA HOUSTON CORP.**, a Texas corporation

By: \_\_\_\_\_

Name: Richard Stockinger

Title: President and Chief Executive Officer of  
each of the foregoing Assignors



**RA KIERLAND RESTAURANT CORP.,** a  
Delaware corporation

**RA SCOTTSDALE CORP.,** a Delaware  
corporation

**RA SUSHI ATLANTA MIDTOWN CORP.,** a  
Delaware corporation

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

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

**RA SUSHI CHINO HILLS CORP.,** a Delaware  
corporation

**RA SUSHI CITY CENTER CORP.,** a Texas  
corporation

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

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

**RA SUSHI FORTH WORTH CORP.,** a Texas  
corporation

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

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

By: \_\_\_\_\_  
Name: Richard Stockinger  
Title: President and Chief Executive Officer of  
each of the foregoing Assignors

**RA SUSHI HUNTINGTON BEACH CORP.**, a  
Delaware corporation

**RA SUSHI LAS VEGAS CORP.**, a Nevada  
corporation

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

**RA SUSHI LEAWOOD CORP.**, a Kansas  
corporation

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

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

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

**RA SUSHI PALM BEACH GARDENS CORP.**,  
a Delaware corporation

**RA SUSHI PEMBROKE PINES CORP.**, a  
Delaware corporation

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

**RA SUSHI PLANO CORP.**, a Texas corporation

**RA SUSHI SAN DIEGO CORP.**, a Delaware  
corporation

**RA SUSHI SOUTH MIAMI CORP.**, a Delaware  
corporation

By: \_\_\_\_\_  
Name: Richard Stockinger  
Title: President and Chief Executive Officer of  
each of the foregoing Assignors

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

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

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

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

**RA TEMPE CORP.**, a Delaware corporation

**RUDY'S RESTAURANT GROUP, INC.**, a Nevada corporation

**TEPPAN RESTAURANTS, LTD.**, an Oregon corporation

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

By: \_\_\_\_\_  
Name: Richard Stockinger  
Title: President and Chief Executive Officer of  
each of the foregoing Assignors

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_




Name:

Title:



**ANNEX**

<b>TM Records</b>	<b>Trademark/SN/RN/ Regis. Date</b>	<b>Status/Status Date/</b>	<b>Brief Goods/Services</b>	<b>Owner</b>	<b>Registrant</b>
<b>US Federal Q-7 f-1</b>  33076. 0010.01	<b>BENIHANA</b>  SN:73-359594 RN:1,230,609 Regis. Date: 03/08/1983 Filed: 04/13/1982	Renewed March 8, 2003	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, FL 33166
<b>US Federal Q-7 f-2</b>  33076. 0010.02	<b>BENIHANA</b>  SN:73-405598 RN:1,371,624 Regis. Date: 11/19/1985 Filed: 12/10/1982	Renewed April 12, 2006	(Int'l Class: 33) Sake	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, FL 33166
<b>US Federal Q-7 f-3</b>  33076. 0010.03	<b>BENIHANA</b>  SN:73-586169 RN:1,412,570 Regis. Date: 10/07/1986 Filed: 03/05/1986	Renewed October 7, 2006	(Int'l Class: 33) Wines, namely, plum wine; and spirits, namely, sake	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, FL 33166

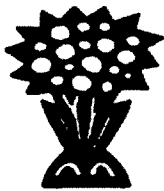

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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal Q-7 f-4  33076. 0010.04	BENIHANA and Design   SN:74-521919 RN:2,029,115 Regis. Date: 01/07/1997 Filed: 04/29/1994	Renewed January 3, 2007	(Int'l Class: 29) Edible oils and fats	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, FL 33166
US Federal Q-7 f-5  33076. 0010.05	BENIHANA GRILL (Stylized)   SN:75-209551 RN:2,119,770 Regis. Date: 12/09/1997 Filed: 12/06/1996	Renewed December 9, 2007	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
US Federal Q-7 f-6  33076. 0010.06	BENIHANA GRILL and Design   SN:74-702907 RN:2,058,184 Regis. Date: 04/29/1997 Filed: 07/18/1995	Renewed April 29, 2007	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166

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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal Q-7 f-7 3307	BENIHANA OF TOKYO  SN:72-392627 RN:940,142 Regis. Date: 08/01/1972 Filed: 05/20/1971	Renewed August 1, 2002	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
US Federal Q-7 f-8 33076. 0010.08	MISCELLANEOUS DESIGN   SN:72-392626 RN:937,781 Regis. Date: 07/11/1972 Filed: 05/20/1971	Renewed July 11, 2002 Updated design 6/10/2010	(Int'l Class: 42) Restaurant services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
US Federal Q-7 f-9 33076. 0010.09	MISCELLANEOUS DESIGN   SN:73-586170 RN:1,426,792 Regis. Date: 01/27/1987 Filed: 03/05/1986	Renewed January 27, 2007	(Int'l Class: 33) Wines, namely, plum wine; and spirits, namely, sake	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana of Tokyo, Inc. NY Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166

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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
<b>US Federal</b> <b>Q-7</b> <b>f-10</b>  33076. 0010.10	<b>MISCELLANEOUS DESIGN</b>    SN: 74-521920 RN: 2,030,592 Regis. Date: 01/14/1997 Filed: 04/29/1994	Renewed January 14, 2007	(Int'l Class: 29) Edible oils and fats	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166
<b>US Federal</b>  33076. 0010.11	<b>BENIPAC KANA &amp; DESIGN</b>    SN: 75-049599 RN: 2,054,499 Regis. Date: 04/22/1997 Filed: 01/29/1996	Renewed February 27, 2007	(Int'l Class: 42) Carry out food services	Owner: <b>Noodle Time, Inc.</b> by Assignment recorded 08/04/1998	Registrant: Benihana National Corp. Delaware Corp. 8685 N.W. 53rd Terrace Miami, Florida 33166

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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal 33076. 0010.13	BENIHANA EXPRESS  SN: 78-176,027 RN: 2,978,345 Regis. Date: 07/26/2005 Filed: 10/18/2002	Registered	(Intl' Class: 43) Restaurant services	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal 33076. 0010.14	THE CHEF'S TABLE & DESIGN    SN: 77-712,784 RN: 3,843,673 Filed: 04/13/2009 Regis. Date: 09/07/2010	Registered	(Intl' Class: 35) Membership club services through email communications featuring invitations to events at the local restaurant, complimentary birthday dinners, opportunities to participate in guest surveys, promotional offers and early notices of new menu items.	Owner: <b>Noodle Time, Inc.</b>	
US Federal 33076. 0010.15	BENIHANA  SN: 77-829,100 RN: 3,784,161 Regis. Date: 05/04/2010 Filed: 09/17/2009	Registered	(Intl' Class: 21) Drinking mugs	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166


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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal 33076. 0010.16	BENIGRAM  SN: 77-594,734 RN: 3,634,519 Regis. Date: 06/09/2009 Filed: 10/17/2008	Registered	(Intl' Class 38) Providing email services in the nature of a user created email greeting in which the letters are formed from food slices cut by an animated Benihana chef	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal 33076. 0010.17	KENMEI-ICHIBANCH DESIGN   SN: 76-331,664 RN: 2,851,354 Regis. Date: 06/08/2004 Filed: 10/25/2001	Registered	(Intl' Class 30) Tea	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal 33076. 0010.18	KENMEI-ICHIBANCH SN: 76-331,659 RN: 2,762,510 Regis. Date: 09/09/2003 Filed: 10/25/2001	Registered	(Intl' Class 30) Tea	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal 33076. 0010.19	BENIHANA HERB TEA SN: 76-308,897 RN: 2,778,343 Regis. Date: 10/28/2003 Filed: 09/05/2001	Registered	(Intl' Class 30) Tea	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166

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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal 33076. 0010.20	MISCELLANEOUS DESIGN  SN: 76-468,026 RN: 2,983,575 Regis. Date: 08/09/2005 Filed: 11/19/2002	Registered	(Intl' Class 43) Restaurant services	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal 33076. 0010.21	BENISUSHI SN: 75-763,902 RN: 2,709,651 Regis. Date: 04/22/2003 Filed: 07/29/1999	Registered	(Intl' Class 42) Restaurant and carry out restaurant services	Owner: <b>Noodle Time, Inc.</b>	Registrant: Noodle Time, Inc. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
US Federal 33076.010 .55	KABUKI KIDS AND DESIGN  SN: 85/082,425 Filed: 07/12/2010	Pending	Intl' Class 035 Customer incentive award program, namely, a restaurant customer loyalty program for children that provides meal discounts, retail store discounts and related restaurant benefits to reward repeat customers. Intl' Class 043 Restaurant, bar, catering, and take-out services.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.


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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal 33076.010 .56	KABUKI KIDS SN: 85/082,398 Filed: 07/12/2010	Pending	Intl' Class 035 Customer incentive award program, namely, a restaurant customer loyalty program for children that provides meal discounts, retail store discounts and related restaurant benefits to reward repeat customers. Intl' Class 043 Restaurant, bar, catering, and take-out services.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.
US Federal 33076.010.59	BENIHANA SN: 85/124,979 Filed: 09/08/2010	Pending Publication Date: 12/21/2010	Intl' Class 035 Franchise services, namely, offering business management assistance in the establishment and operation of restaurant and bar services.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.
US Federal 33076.010.60	FLOWER DESIGN  SN: 85/115,397 Filed: 08/25/2010	Pending Publication Date: 12/21/2010	Intl' Class 035 Franchise services, namely, offering business management assistance in the establishment and operation of restaurant and bar services.	Owner: <b>Noodle Time, Inc.</b>	Applicant: Noodle Time, Inc.


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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal 33076.010.61	BENIHANA SN: 85/223,480 Filed: 01/21/2011	Pending	<p>Intl' Class 08 Chef knives; flatware and cutlery namely, forks, knives and spoons.</p> <p>Intl' Class 021 Serving dishes, bowls, forks, spoons, tongs, trays, ladles, and platters not of precious metal; bowls; Japanese rice bowls not of precious metal; chopsticks, chopstick rests, and chopstick cases; salt and pepper shakers; tea sets; sake cups and serving bottles not precious metal.</p> <p>Intl' Class 029 Frozen appetizers and meals consisting primarily of meat, seafood, poultry, or vegetables, with and without seasonings and sauces; pre-packaged appetizers and meals consisting primarily of meat, seafood, poultry, or vegetables, with and without seasonings and sauces; preparations for making soups; marinated or seasoned meat, seafood, poultry, or vegetables; frozen meat, seafood, poultry, or vegetables.</p> <p>Intl' Class 030 Frozen and pre-packaged appetizers and meals consisting primarily of pasta, noodles, or rice with and without seasonings and sauces; pre-packaged appetizers and meals consisting primarily of pasta, noodles, or rice with and without seasonings and sauces; salad dressings; cooking sauces; soy sauce; teriyaki sauce; noodles; noodles or rice with sauce and seasoning toppings combined in unitary packages; seasoning mixes; food seasonings; rice; Asian noodles.</p>	Owner: Noodle Time, Inc.	Applicant: Noodle Time, Inc.


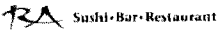
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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
<b>US Federal</b>  33076.010.62	<b>FLOWER DESIGN</b>    SN: 85/223,502 Filed: 01/21/2011	Pending	Intl' Class 08 Chef knives; flatware and cutlery namely, forks, knives and spoons. Intl' Class 021 Serving dishes, bowls, forks, spoons, tongs, trays, ladles, and platters not of precious metal; bowls; Japanese rice bowls not of precious metal; chopsticks, chopstick rests, and chopstick cases; salt and pepper shakers; tea sets; sake cups and serving bottles not of precious metal. Intl' Class 029 Frozen appetizers and meals consisting primarily of meat, seafood, poultry, or vegetables, with and without seasonings and sauces; pre-packaged appetizers and meals consisting primarily of meat, seafood, poultry, or vegetables, with and without seasonings and sauces; preparations for making soups; marinated or seasoned meat, seafood, poultry, or vegetables; frozen meat, seafood, poultry, or vegetables. Intl' Class 030 Frozen and pre-packaged appetizers and meals consisting primarily of pasta, noodles, or rice with and without seasonings and sauces; pre-packaged appetizers and meals consisting primarily of pasta, noodles, or rice with and without seasonings and sauces; salad dressings; cooking sauces; soy sauce; teriyaki sauce; noodles; noodles or rice with sauce and seasoning toppings combined in unitary packages; seasoning mixes; food seasonings; rice; Asian noodles.	Owner: <b>Noodle Time,  Inc.</b>	Applicant: Noodle Time, Inc.

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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal 33076. 0010.24	IT'S MORE FUN IN THE RA! SN: 78-641,594 RN: 3,087,776 Regis. Date: 05/02/2006 Filed: 06/01/2005	Registered	(Intl' Class 43) Sushi bar services and Asian food restaurant services	Owner: <b>RA Sushi Holding Corp.</b> By Assignment recorded 09/12/2007	Registrant: RA Scottsdale Corp. Delaware Corp. 3815 N. Scottsdale Road Scottsdale, AZ 85251
US Federal 33076. 0010.25	RA SN: 78-641,586 RN: 3,087,775 Regis. Date: 05/02/2006 Filed: 06/01/2005	Registered	(Intl' Class 43) Sushi bar services and Asian food restaurant services	Owner: <b>RA Sushi Holding Corp.</b> By Assignment recorded 09/12/2007	Registrant: RA Scottsdale Corp. Delaware Corp. 3815 N. Scottsdale Road Scottsdale, AZ 85251
US Federal 33076. 0010.26	RA and DESIGN  SN: 75-432,503 RN: 2,209,246 Regis. Date: 12/08/1998 Filed: 02/11/1998	Registered	(Intl' Class 42) Sushi bar services and Asian food restaurant services	Owner: <b>RA Sushi Holding Corp.</b> By Assignment recorded 09/12/2007	Registrant: H.K.H., LLC Arizona Ltd. Liability Co. 3815 N. Scottsdale Road Scottsdale, AZ 85251

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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
US Federal  33076. 0010.27	RA SUSHI and DESIGN    SN: 77-201,764 RN: 3,531,838 Regis. Date: 11/11/2008 Filed: 06/08/2007	Registered	(Intl' Class 43) Asian food restaurant services	Owner: <b>RA Sushi Holding Corp</b> By Assignment recorded 09/12/2007	Registrant: RA Sushi Holding Corp. Delaware Corp. 3815 N. Scottsdale Road Scottsdale, AZ 85251
US Federal  33076. 0010.28	RA SUSHI BAR RESTAURANT    SN: 77-201,770 RN: 3,408,349 Regis. Date: 04/08/2008 Filed: 06/08/2007	Registered	(Intl' Class 43) Asian food restaurant services	Owner: <b>RA Sushi Holding Corp</b> By Assignment recorded 09/12/2007	Registrant: RA Sushi Holding Corp. Delaware Corp. 3815 N. Scottsdale Road Scottsdale, AZ 85251
US Federal  33076. 0010.22	HARU  SN: 76-419,458 RN: 2,709,147 Regis. Date: 04/22/2003 Filed: 06/11/2002	Registered	(Int' Class 43) Restaurant services	Owner: <b>Haru Holding Corp.</b>	Registrant: Haru Holding Corp. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166

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TM Records	Trademark/SN/RN/ Regis. Date	Status/Status Date/	Brief Goods/Services	Owner	Registrant
<b>US Federal</b>  33076. 0010.23	HARU and DESIGN    SN: 76-045,818 RN: 2,546,193 Regis. Date: 03/12/2002 Filed: 05/10/2000	Registered	(Intl' Class 42) Restaurant services	Owner: <b>Haru Holding Corp.</b>	Registrant: Haru Holding Corp. 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166
<b>US Federal</b>  33076.010 .57	SAMURAI STEAK SEAFOOD SUSHI AND DESIGN    SN: 85/070,346 Filed: 06/24/2010	Suspended 01/18/2011 pending Cancellation No. 92053441	Intl' Class 043 Restaurant, bar, catering, and take-out services.	Owner: <b>The Samurai, Inc.</b>	Applicant: The Samurai, Inc. A NY corporation 8685 N.W. 53 <sup>rd</sup> Terrace Miami, FL 33166

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