

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAR Holdings, Inc.		04/18/2011	CORPORATION: DELAWARE
SAR FOOD CONCEPTS LIMITED		04/18/2011	CORPORATION: DELAWARE
KCP Food (U.S.) Inc.		04/18/2011	CORPORATION: DELAWARE
Edgar U.S. Inc.		04/18/2011	CORPORATION: DELAWARE
SMK FRANCHISING INC.		04/18/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as the Administrative Agent
Street Address:	1808 Aston Avenue
Internal Address:	Suite 250
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1970954	SARKU JAPAN
Registration Number:	3079480	SARKU JAPAN
Registration Number:	3079377	SARKU JAPAN SUSHI BAR
Registration Number:	3079376	SARKU JAPAN SUSHI BAR
Registration Number:	3328833	SARKU
Registration Number:	3082322	SAKKIO JAPAN
Registration Number:	1662050	SAKKIO JAPAN
Registration Number:	2595198	KATO'S GRILLE & BBQ
Registration Number:	2238803	MING TREE
Registration Number:	2236744	MING TREE

CH \$315.00 1970954

Registration Number:	3070898	KATO'S CAJUN
Registration Number:	3070891	KATO'S CAJUN

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027395866
Email: fgordon@morganlewis.com
Correspondent Name: Felicia Gordon
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Felicia D. Gordon
Signature:	/Felicia D. Gordon/
Date:	04/22/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 18, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells Fargo"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of April 18, 2011 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among **SAR HOLDINGS, INC.**, a Delaware corporation (the "Borrower"), the lenders party thereto from time to time (the "Lenders") and Wells Fargo as the Administrative Agent, Swing Line Lender and L/C Issuer, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has, pursuant to a Guaranty and Security Agreement, dated as of April 18, 2011 in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), guaranteed the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, each Grantor has, pursuant to the Guaranty and Security Agreement, granted a security interest in substantially all of its assets in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) to secure the payment and performance of the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on

and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than Excluded Property) (the "Trademark Collateral"):

- (a) all of its U.S. registered Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic transmission (including in .pdf format) shall be effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

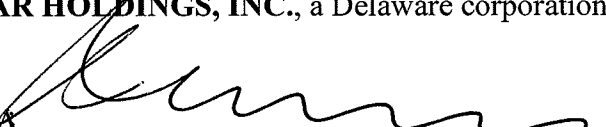
Section 7. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]


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

GRANTORS:


SAR HOLDINGS, INC., a Delaware corporation

By: 
Name: JAMES CHIU
Title: CHAIRMAN

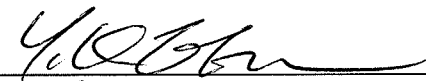
SAR FOOD CONCEPTS LIMITED, a Delaware corporation

By: 
Name: TONY CHIU
Title: VP, SECRETARY, TREASURER

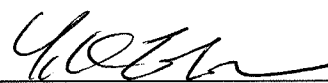
KCP FOOD (U.S.) INC., a Delaware corporation

By: 
Name: TONY CHIU
Title: VP, SECRETARY, TREASURER

EDJAR U.S. INC., a Delaware corporation

By: 
Name: TONY CHIU
Title: VP, SECRETARY, TREASURER

SMK FRANCHISING INC., a Delaware corporation

By: 
Name: TONY CHIU
Title: SECRETARY, TREASURER

ACCEPTED AND AGREED
as of the date first above written:

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

By: 
Name: Tim Loyd
Title: Managing Director

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. US REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Registration Date</u>
SARKU JAPAN Fast Food Restaurant Services (Class 042)	United States	Reg # 1970954	April 30, 1996
SARKU JAPAN Franchising in the Field of Restaurants (Class 035)	United States	Reg # 3079480	April 11, 2006
SARKU JAPAN SUSHI BAR Restaurant Services (Class 043)	United States	Serial No. 3079377	April 11, 2006
SARKU JAPAN SUSHI BAR Franchising in the Field of Restaurants (Class 035)	United States	Reg # 3079376	April 11, 2006
SARKU Franchising Services in the Field of Restaurants (Class 035) and Restaurant Services (Class 043)	United States	Reg # 3328833	November 6, 2007
SAKKIO JAPAN Franchising services in the Field of Restaurants	United States	Reg # 3082322	April 18, 2006
SAKKIO JAPAN Japanese Fast Food Restaurant Services	United States	Reg # 1662050	October 22, 1991
KATO'S GRILLE & BBQ Franchising Services in the field of restaurants and Restaurant Services	United States	Reg # 2595198	July 16, 2002
MING TREE Restaurant Services (Class 042)	United States	Reg # 2238803	April 13, 1999
MING TREE Restaurant Services (Class 042)	United States	Reg # 2236744	April 6, 1999
KATO'S CAJUN Restaurant Services (Class 043)	United States	Reg # 3070898	March 21, 2006
KATO'S CAJUN Franchising Services in the field of restaurants (Class 035)	United States	Reg # 3070891	March 21, 2006

CANADIAN REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u>	<u>Registration Date</u>
MING TREE Franchising restaurant and take out services	Canada	Reg # TMA539407	January 9, 2001
SAKKIO JAPAN Franchising Services	Canada	Reg # TMA539513	January 10, 2001

2. TRADEMARK APPLICATIONS

None