

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
King's Hawaiian Holding Company, Inc.		05/12/2011	CORPORATION: CALIFORNIA
King's Hawaiian Bakery, West Inc.		05/12/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	8377 East Hartford Drive
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1228641	KING'S HAWAIIAN
Registration Number:	1310313	KING'S HAWAIIAN
Registration Number:	2477743	KINGS HAWAIIAN
Registration Number:	2820363	TASTE PARADISE
Registration Number:	2823976	KING'S HAWAIIAN
Registration Number:	2888718	KING'S HAWAIIAN
Registration Number:	3039434	KING'S HAWAIIAN GRILL HAWAIIAN STYLE SWEEPSTAKES

CORRESPONDENCE DATA

Fax Number: (402)346-1148
 Phone: 402-346-6000
 Email: patrick.stephenson@kutakrock.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

900203845

**TRADEMARK
 REEL: 004636 FRAME: 0097**

OP \$190.00 1228641

via US Mail.

Correspondent Name: Patrick C. Stephenson
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Patrick C. Stephenson
Signature:	/Patrick C. Stephenson/
Date:	10/05/2011

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 1, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for Lessors (as defined in the Master Lease and Security Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Master Lease and Security Agreement, dated as of December 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Master Lease Agreement"), among Lessees, Lessors and GE Capital, as agent for Lessors, Lessors have agreed to make extensions of credit to Lessees upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to either the Master Corporate Guaranty (as defined in the Master Lease Agreement) or the Master Trust Guaranty (as defined in the Master Lease Agreement), to guarantee the Obligations (as defined in the Master Lease Agreement) of each Lessee; and

WHEREAS, all of Grantors are party to the Security Agreement of even date herewith (the "Security Agreement") in favor of Agent, pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lessors and Agent to enter into the Master Lease Agreement and to induce Lessors to make their respective extensions of credit to Lessees thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 Agent for the benefit of the Secured Parties, and grants to 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 (the "Trademark Collateral"):

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Trademark Security 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.

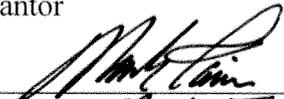
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

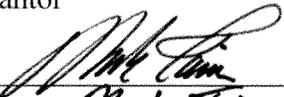
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KING'S HAWAIIAN HOLDING COMPANY,
INC.,
as Grantor

By: 
Name: Mark Teira
Title: CEO

KING'S HAWAIIAN BAKERY, WEST INC.,
as Grantor

By: 
Name: Mark Teira
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

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

KING'S HAWAIIAN HOLDING COMPANY,
INC.,
as Grantor

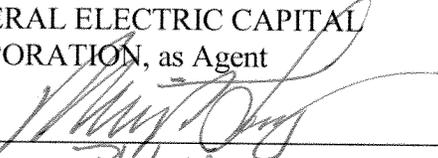
By: _____
Name: _____
Title: _____

KING'S HAWAIIAN BAKERY, WEST INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

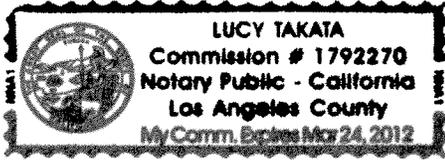
By: 
Name: Philip Lee
Title: SR. Risk Analyst

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

State of California)
) ss.
County of Los Angeles)

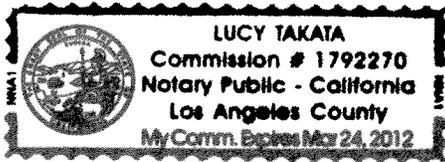
On this 12th day of May, 2011 before me personally appeared Mark Taira, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kings Hawaiian Holding, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Lucy Takata
Notary Public

State of California)
) ss.
County of Los Angeles)

On this 12th day of May, 2011 before me personally appeared Mark Taira, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kings Hawaiian Baking West, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Lucy Takata
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Description	Filing/Registration Information
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN	U.S. Trademark Reg. No. 1,228,641 Reg. Date: February 22, 1983 Renewal due: February 22, 2013
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN & Design 	U.S. Trademark Reg. No. 1,310,313 Reg. Date: December 18, 1984 Renewal due: December 18, 2014
King's Hawaiian Bakery, West Inc.	KING'S HAWAIIAN & Design 	U.S. Trademark Reg. No. 2,477,743 Reg. Date: August 14, 2001 Renewal due: August 14, 2011
King's Hawaiian Holding Company, Inc.	TASTE PARADISE	U.S. Trademark Reg. No. 2,820,363 Reg. Date: March 2, 2004 Renewal due: March 2, 2014
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN & Design 	U.S. Trademark Reg. No. 2,823,976 Reg. Date: March 16, 2004 Renewal due: March 16, 2014

Grantor	Description	Filing/Registration Information
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN & Design 	U.S. Trademark Reg. No. 2,888,718 Reg. Date: September 28, 2004 Renewal due: September 28, 2014
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN GRILL HAWAIIAN STYLE SWEEPSTAKES & Design 	U.S. Trademark Reg. No. 3,039,434 Reg. Date: January 10, 2006 Renewal due: January 10, 2016
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN	Canada Trademark Reg. No. TMA493792 Reg. Date: April 28, 1998 Renewal due: April 28, 2013
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN	European Community Trademark Reg. No. 002204675 Reg. Date: May 7, 2001 Renewal due: May 7, 2011
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN & Design 	European Community Trademark Reg. No. 002203230 Reg. Date: May 4, 2001 Renewal due: May 4, 2011
King's Hawaiian Bakery West, Inc.	KING'S HAWAIIAN	Japan Trademark Reg. No. 2287759 Reg. Date: December 26, 1990 Renewal due: December 26, 2020

Grantor	Description	Filing/Registration Information
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN	Mexico Trademark Reg. No. 712790 Reg. Date: June 5, 2001 Renewal due: June 5, 2011
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN	Mexico Trademark Reg. No. 712791 Reg. Date: June 5, 2001 Renewal due: June 5, 2011
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN & Design 	Mexico Trademark Reg. No. 714668 Reg. Date: June 5, 2001 Renewal due: June 5, 2011
King's Hawaiian Holding Company, Inc.	KING'S HAWAIIAN & Design 	Mexico Trademark Reg. No. 719603 Reg. Date: June 5, 2001 Renewal due: June 5, 2011

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.