

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, National Association		06/06/2014	in its capacity as administrative agent: UNITED STATES

RECEIVING PARTY DATA

Name:	King's Seafood Company, LLC
Street Address:	3185 Airway Avenue
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES
Name:	King's Seafood Distribution Company, LLC
Street Address:	3185 Airway Avenue
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	77517517	KING'S SEAFOOD DISTRIBUTION CO.
Serial Number:	77517520	KING'S SEAFOOD DISTRIBUTION CO.
Serial Number:	74317561	IC
Serial Number:	74317732	WATER GRILL
Serial Number:	74317798	URG
Serial Number:	74317916	I. CUGINI
Serial Number:	74317923	OCEAN AVE SEAFOOD
Serial Number:	74318775	555 EAST
Serial Number:	74576455	KING CRAB LOUNGE
Serial Number:	74596412	KING'S FISH HOUSE
Serial Number:	75187728	KING'S FISH HOUSE
Serial Number:	75195672	555 EAST
Serial Number:	75195831	I CUGINI

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75195833	OCEAN AVE SEAFOOD
Serial Number:	75197078	WATER GRILL
Serial Number:	75199528	KING CRAB LOUNGE DIG IN GET DOWN
Serial Number:	75332052	WELCOME TO THE HOUSE THAT SEAFOOD BUILT
Serial Number:	75333542	KING'S CERTIFIED SEAFOOD
Serial Number:	75551194	KING'S SEAFOOD CO.
Serial Number:	75668660	KING SEAFOOD CO. SINCE 1945
Serial Number:	75917353	
Serial Number:	75917517	KING'S
Serial Number:	76336159	KING CRAB LOUNGE
Serial Number:	76463341	LOU & MICKEY'S
Serial Number:	76463342	LOU & MICKEY'S AT THE GASLAMP
Serial Number:	78518420	THE BIG FISH CARD
Serial Number:	78716838	KING'S FISHHOUSE K F H EST. 1945
Serial Number:	78821606	KING'S FISH HOUSE GENUINE QUALITY CAUGHT
Serial Number:	78825883	"WELCOME TO THE HOUSE THAT SEAFOOD BUILT
Serial Number:	78911775	
Serial Number:	78916075	KING'S FISH HOUSE
Serial Number:	78916080	CAUGHT FRESH SERVED FRESH KING'S FISH HO
Serial Number:	78916082	PACIFIC NORTHWEST WILD SALMON KING'S FIS
Serial Number:	78916087	KING NO. 1 SUSHI KING'S FISH HOUSE
Serial Number:	78916088	ENJOY LOCALLY CAUGHT PACIFIC SWORDFISH K
Serial Number:	78916090	SPINY LOBSTER KING'S FISH HOUSE
Serial Number:	78916094	CHESAPEAKE BAY SOFT-SHELL CRAB KING'S FI
Serial Number:	78916103	KING NO. 1 SUSHI
Serial Number:	78916745	KING SUSHI
Serial Number:	78917299	DELIVERING GREAT SEAFOOD TO AMERICA
Serial Number:	78921955	
Serial Number:	85438555	PIER BURGER
Serial Number:	85438564	LAST BURGER ON LAND
Serial Number:	85543289	LOS ANGELES WATER GRILL W/G FIFTH GRAND
Serial Number:	85543309	W/G
Serial Number:	85543335	W/G
Serial Number:	77517480	K
Serial Number:	77517502	K KING SIGNATURE GROUP
Serial Number:	77517508	KING SIGNATURE GROUP
Serial Number:	85061087	FISH CAMP PRODUCERS OF GREAT SEAFOOD
Serial Number:	85061096	FISH CAMP PRODUCERS OF GREAT SEAFOOD
Serial Number:	85061105	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85061108	FISH CAMP
Serial Number:	85136372	FISH FOR THOUGHT
Serial Number:	85200585	

CORRESPONDENCE DATA

Fax Number: 4023461148

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4023466000

Email: geneice.wilcher@kutakrock.com

Correspondent Name: Geneice Wilcher

Address Line 1: 1650 Farnam Street

Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:	1492401-2
NAME OF SUBMITTER:	Geneice Wilcher
SIGNATURE:	/Geneice Wilcher/
DATE SIGNED:	06/10/2014

Total Attachments: 8

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SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of June 6, 2014 by KING'S SEAFOOD COMPANY, LLC, a Delaware limited liability company, and KING'S SEAFOOD DISTRIBUTION, LLC, a Delaware limited liability company (collectively "Debtor") and CITIZENS BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor, Administrative Agent, and the lenders a party thereto from time to time (the "Lenders") (the "Credit Agreement"), Lenders have agreed to make certain loans to Debtor (collectively, the "Loans"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Administrative Agent hereby agrees as follows:

Section 1. *Security Interest.* Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Administrative Agent for the benefit of the Secured Parties, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached Exhibit A, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

Section 2. *Grant of License.* Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Administrative Agent for the benefit of Lenders and the other Secured Parties, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Administrative Agent's security interest in the Collateral.

Section 3. *Incorporation by Reference; Filing Purposes Only.* All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is

intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTORS:

KING'S SEAFOOD COMPANY, LLC, a Delaware limited liability company, and

KING'S SEAFOOD DISTRIBUTION, LLC, a Delaware limited liability company

By: _____ 

Printed Name: Roger H. Doan

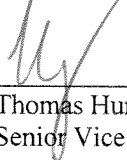
Its: Chief Financial Officer and Treasurer

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

AGENT:

CITIZENS BANK, NATIONAL ASSOCIATION

By: _____


Thomas Hung
Senior Vice President

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Debtor:

I. Federal Registered Marks

Trademark	Trademark Owner Name	Federal Reg. No.	Serial No.
“King’s Seafood Distribution Co.” and Design	King’s Seafood Distribution, LLC	3,668,428	77-517517
“King’s Seafood Distribution Co.”	King’s Seafood Distribution, LLC	3,656,828	77-517520
“IC” and Design	King’s Seafood Company, LLC	1,781,926	74-317561
“Water Grill” and Design	King’s Seafood Company, LLC	1,781,928	74-317732
“URG” and Design	King’s Seafood Company, LLC	1,780,708	74-317798
“i. Cugini” and Design	King’s Seafood Company, LLC	1,820,237	74-317916
“Ocean Ave Seafood” and Design	King’s Seafood Company, LLC	1,774,556	74-317923
“555 East” and Design	King’s Seafood Company, LLC	1,773,285	74-318775
“King Crab Lounge	King’s Seafood Company, LLC	1,971,987	74-576455
“King’s Fish House”	King’s Seafood Company, LLC	1,986,290	74-596412
“King’s Fish House” and Design	King’s Seafood Company, LLC	2,138,464	75-187728
“555 East”	King’s Seafood Company, LLC	2,109,105	75-195672
“I Cugini”	King’s Seafood Company, LLC	2,158,337	75-195831
“Ocean Ave Seafood”	King’s Seafood Company, LLC	2,110,765	75-195833
“Water Grill”	King’s Seafood Company, LLC	2,114,105	75-197078
“King Crab Lounge Dig In Get Down” and Design	King’s Seafood Company, LLC	2,167,002	75-199528

“Welcome to the House that Seafood Built”	King’s Seafood Company, LLC	2,240,290	75-332052
“King’s Certified Seafood”	King’s Seafood Company, LLC	2,431,937	75-333542
“King’s Seafood Co.”	King’s Seafood Company, LLC	2,346,120	75-551194
“King’s Seafood Co. Since 1945” and Design	King’s Seafood Company, LLC	2,335,541	75-668660
Crab wearing a crown design	King’s Seafood Company, LLC	2,484,685	75-917353
“King’s”	King’s Seafood Company, LLC	2,611,344	75-917517
“King Crab Lounge”	King’s Seafood Company, LLC	2,682,890	76-336159
“Lou & Mickey’s”	King’s Seafood Company, LLC	2,851,688	76-463341
“Lou & Mickey’s at the Gaslamp”	King’s Seafood Company, LLC	2,848,819	76-463342
“The Big Fish Card” and Design	King’s Seafood Company, LLC	3,067,728	78-518420
“King’s Fishhouse K F H Est. 1945” and Design	King’s Seafood Company, LLC	3,176,522	78-716838
“King’s Fish House Genuine Quality Caught Fresh Serve Fresh Trade Mark” and Design	King’s Seafood Company, LLC	3,193,429	78-821606
“Welcome to the House that Seafood Built” and Design	King’s Seafood Company, LLC	3,193,632	78-825883
Stylized octopus wearing a stylized crown design	King’s Seafood Company, LLC	3,233,222	78-911775
“King’s Fish House” and Design	King’s Seafood Company, LLC	3,237,048	78-916075
“Caught Fresh Served Fresh King’s Fish House Serving America Since 1945” and Design	King’s Seafood Company, LLC	3,244,581	78-916080
“Pacific Northwest Wild Salmon King’s Fish House” and Design	King’s Seafood Company, LLC	3,239,397	78-916082
“King No. 1 Sushi King’s Fish House” and Design	King’s Seafood Company, LLC	3,348,437	78-916087
“Enjoy Locally Caught Pacific Swordfish King’s Fish House” and Design	King’s Seafood Company, LLC	3,239,398	78-916088

“Spiny Lobster King’s Fish House” and Design	King’s Seafood Company, LLC	3,239,399	78-916090
“Chesapeake Bay Soft-Shell Crab King’s Fish House” and Design	King’s Seafood Company, LLC	3,239,400	78-916094
“King No. 1 Sushi” and Design	King’s Seafood Company, LLC	3,244,582	78-916103
“King Sushi” (stylized)	King’s Seafood Company, LLC	3,239,407	78-916745
“Delivering Great Seafood to America”	King’s Seafood Company, LLC	3,279,832	78-917299
Miscellaneous crown design	King’s Seafood Company, LLC	3,229,936	78-921955
“Pier Burger”	King’s Seafood Company, LLC	4,203,640	85-438555
“Last Burger on Land”	King’s Seafood Company, LLC	4,203,641	85-438564
“Los Angeles Water Grill W/G Fifth Grand Downtown Established Nineteen Eighty Nine Trade W/G Mark” and Design	King’s Seafood Company, LLC	4,236,675	85-543289
“W/G” and Design (picture of a seahorse)	King’s Seafood Company, LLC	4,213,594	85-543309
“W/G”	King’s Seafood Company, LLC	4,213,597	85-543335
“K” and Design	King’s Seafood Company, LLC	3,575,839	77-517480
“K King Signature Group” and Design	King’s Seafood Company, LLC	3,678,505	77-517502
“King Signature Group”	King’s Seafood Company, LLC	3,678,506	77-517508
“Fish Camp Producers of Great Seafood” and Design	King’s Seafood Company, LLC	4,020,391	85-061087
“Fish Camp Producers of Great Seafood” and Design	King’s Seafood Company, LLC	4,020,392	85-061096
Miscellaneous anchor with fish design	King’s Seafood Company, LLC	4,020,393	85-061105
“Fish Camp”	King’s Seafood Company, LLC	4,020,394	85-061108
“Fish for Thought”	King’s Seafood Company, LLC	3,965,838	85-136372
Miscellaneous fish above two stars design	King’s Seafood Company, LLC	3,997,425	85-200585

II. California State Registered Marks

Trademark	Trademark Owner	State Reg. No.
"King Crab Lounge"	King's Seafood Company, LLC	47,015
"Kings Fish House" and Design	King's Seafood Company, LLC	47,046
"Welcome to the House that Seafood Built"	King's Seafood Company, LLC	48,242
"King's Seafood Co. Since 1945" and Design	King's Seafood Company, LLC	51,161
"King's Seafood Co."	King's Seafood Company, LLC	51,165
"King's"	King's Seafood Company, LLC	54,266
"Royale"	King's Seafood Company, LLC	54,267