

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371924

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900352103

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lenwich IP LLC	FORMERLY Lenny's Group LLC and Lenwich Group LLC	01/28/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilshire Bank
Street Address:	308 Fifth Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4538627	LENWICH
Registration Number:	4544149	LENWICH
Registration Number:	4538626	L LENWICH
Registration Number:	4552349	LENWICH
Registration Number:	4538625	L LENWICH
Registration Number:	4538623	LENWICH
Registration Number:	4538622	LENWICH L
Registration Number:	4538621	LENWICH

CORRESPONDENCE DATA

Fax Number:

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: (212) 912 - 0180

Email: pjeon@jeonlawfirm.com

Correspondent Name: Jeon Law Firm P.C.

Address Line 1: 16 W 32ND ST

Address Line 4: NEW YORK, NEW YORK 10001

NAME OF SUBMITTER:	Peter S. Jeon
SIGNATURE:	/Peter S. Jeon/
DATE SIGNED:	02/04/2016
Total Attachments: 4 source=Signed Trademark Security Agreement (Lenwich IP LLC)#page1.tif source=Signed Trademark Security Agreement (Lenwich IP LLC)#page2.tif source=Signed Trademark Security Agreement (Lenwich IP LLC)#page3.tif source=Signed Trademark Security Agreement (Lenwich IP LLC)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto the "Agreement"), dated January 28, 2016, is made by LENWICH IP LLC, a Delaware limited liability company, having its address at 1206 Briar Way, Fort Lee, NJ 07024 (the "Grantor") in favor of Wilshire Bank, a California banking corporation having its address at 308 Fifth Avenue, New York, NY 10001, (the "Lender").

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into that certain security agreement dated as of January 28, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to Lender a lien and security interest in all business assets and personal properties as defined in the Security Agreement as Collateral including Trademark Collateral as described hereinafter to secure the Borrower's, hereinafter defined, obligations to Lender under that certain promissory note (as amended, amended and restated, extended, supplemented or otherwise modified from time to time the "Note") and certain loan agreement (the "Loan Agreement") executed by the Borrower on or about January 28, 2016.

WHEREAS, Lender is willing to make a loan available to **LENWICH 83RD LLC; LENWICH 74TH LLC; LENWICH 54TH LLC; LENWICH 77TH LLC; LENWICH 48TH LLC; LENWICH 23RD LLC; LENWICH 9TH LLC; LENWICH 43RD LLC; LENWICH 68TH LLC; LENWICH 55TH LLC; LENWICH 30 ROCK LLC; LENWICH ONE PENN LLC; LENWICH 32 WATER LLC; LENNY'S GRAND CENTRAL, LLC; LENWICH 10 HANOVER LLC; LENWICH 25 PARK PLACE LLC; LENWICH 40TH LLC; LENWICH 31ST PARK LLC; and RED PEARL STREET KITCHEN & CATERING LLC** (collectively, the "Borrower") on the terms and condition set forth in the Loan Agreement and the Note, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain commercial security agreement dated January 28, 2016 (the "Security Agreement").

WHEREAS, Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain Trademarks (as defined below) of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security in Trademark. The Grantor hereby grants to the Lender a first priority security interest in the Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) all trademarks, trademark registration, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, owned by the Grantor including, without limitation, each trademark registration and application therefor, referred to in Schedule A hereto;

(ii) all of the goodwill of the business connected with the use of, or symbolized by, each trademark;

(iii) each trademark license to which the Grantor is a party, including, without limitation, each trademark license referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iv) all registrations and applications for registration for any trademark, together with all extensions and renewals thereof;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all income, fees, proceeds of, collateral for, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. No Transfer of Grantor's Rights. Except to the extent expressly consented in writing by the Lender, the Grantor shall not sell, license, pledge, hypothecate, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral and will keep the Trademark Collateral free and clear of all liens and encumbrances except for the lien of this Trademark Security Agreement.

SECTION 3. Security for Secured Obligations. The grant of continuing security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment of all the Borrower's obligation, now or hereafter existing under or in respect of the Note and Loan Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor to the Lender for the purpose of recording the same with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for the undersigned parties.

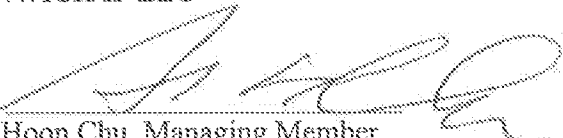
SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Grantor's Representation and Warranty. Grantor warrants and represents that the Grantor holds good and marketable title to the Trademark Collateral and has not sell, pledge, assign, hypothecate, transfer or dispose or otherwise encumbered the Trademark Collateral.

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

GRANTOR:

LENWICH IP LLC

By: 
Sei Hoon Chu, Managing Member

SCHEDULE A

	Serial Number	Reg. Number	Word Mark
1	85706610	4538627	LENWICH
2	85706594	4544149	LENWICH
3	85706573	4538626	L LENWICH
4	85706554	4552349	LENWICH
5	85706530	4538625	L LENWICH
6	85706489	4538623	LENWICH
7	85706443	4538622	LENWICH L
8	85706404	4538621	LENWICH