

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM407884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBE Licensing, LLC		11/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Security Benefit Corporation, as agent		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4782469	BAZAAR	
Serial Number:	86176268	BAZAAR MARKET	
Serial Number:	86220645	BEACH LIFE	
Serial Number:	86900622	DISRUPTIVE RESTAURANT GROUP	
Serial Number:	86904958	DISRUPTIVE RESTAURANT GROUP	
Serial Number:	86924831	DOHENY ROOM	
Serial Number:	86953735	DOHENY ROOM	
Serial Number:	86046965	EAST	
Serial Number:	87019782	FIGLIA	
Serial Number:	87048388	FI'LIA	
Registration Number:	4718233	FOXTAIL POOL CLUB	
Serial Number:	86220644	FOXTAIL POOL CLUB	
Registration Number:	4896506	HYDE	
Registration Number:	4801259	HYDE	
Serial Number:	86010831	HYDE	
Serial Number:	86780292	HYDE BEACH	
Serial Number:	86661082	HYDE BEACH HOUSE	
Serial Number:	86062658	HYDE HOTEL & RESIDENCES	
Serial Number:	86062872	HYDE HOTELS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3413084	HYDE LOUNGE
Serial Number:	86062662	HYDE RESORT & RESIDENCES
Registration Number:	4801258	HYDE RESORT & RESIDENCES
Serial Number:	86062875	HYDE RESORTS
Serial Number:	87025156	K RAMEN. BURGER. BEER.
Registration Number:	4795388	KATSUYA FRESH
Serial Number:	86903557	MAISON BIJOUX
Registration Number:	4122873	MERCATO DI VETRO
Serial Number:	85490536	SHELTER
Registration Number:	4708689	THE EMERSON THEATRE
Serial Number:	86135841	THE PERQ
Registration Number:	4979463	XIV YACHT CLUB HOLLYWOOD, CA
Serial Number:	86596117	XIV YC
Serial Number:	87223800	FARMSPOKE
Serial Number:	87238643	HYDE SOCIETY
Serial Number:	87246767	BAZAAR MAR

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	392618-25
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/06/2016

Total Attachments: 8

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THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2016, is made SBE Licensing, LLC (the “Grantor”), in favor of Security Benefit Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Amended and Restated Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 30, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Amended and Restated Credit Agreement”), among SBE ENT HOLDINGS, LLC (“Borrower”), the other Credit Parties, the Lenders and Agent, 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, the Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of November 30, 2016, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Amended and Restated Credit Agreement) of the Borrower; 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, and the Agent to enter into the Amended and Restated Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the “Trademark Collateral”):

(a) all of its 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.

Notwithstanding the foregoing, the Excluded Property shall not constitute Trademark Collateral.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that the Grantor, in its reasonable business judgment, determines to be necessary in connection with their Trademark that are 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,

SBE LICENSING, LLC,
as Grantor

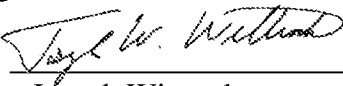
By: 

Name: Sam Nazarian

Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

SECURITY BENEFIT CORPORATION,
as Agent

By: 
Name: Joseph Wittrock
Title: VP, Investments

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

[see attached]

SBE Licensing, LLC
Trademark Schedule

Owner	Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Status
SBE Licensing, LLC	BAZAAR	United States of America	85970671	26-Jun-2013	4782469	28-Jul-2015	Registered
SBE Licensing, LLC	BAZAAR MARKET	United States of America	86176268	27-Jan-2014			Pending
SBE Licensing, LLC	BEACH LIFE (Stylized)	United States of America	86220645	13-Mar-2014			Pending
SBE Licensing, LLC	DISRUPTIVE RESTAURANT GROUP	United States of America	86900622	08-Feb-2016			Pending
SBE Licensing, LLC	DISRUPTIVE RESTAURANT GROUP (Stylized)	United States of America	86904958	11-Feb-2016			Pending
SBE Licensing, LLC	DOHENY ROOM	United States of America	86924831	01-Mar-2016			Pending
SBE Licensing, LLC	DOHENY ROOM & Design	United States of America	86953735	25-Mar-2016			Pending
SBE Licensing, LLC	EAST	United States of America	86046965	23-Aug-2013			Pending
SBE Licensing, LLC	FIGLIA	United States of America	87019782	29-Apr-2016			Pending
SBE Licensing, LLC	FTLIA	United States of America	87048388	24-May-2016			Pending
SBE Licensing, LLC	FOXTAIL POOL CLUB & Design	United States of America	86975787	13-Mar-2014	4718233	07-Apr-2015	Registered
SBE Licensing, LLC	FOXTAIL POOL CLUB &	United States of	86220644	13-Mar-2014			Pending

Owner	Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Status
LLC	Design	America					
SBE Licensing, LLC	HYDE	United States of America	86977962	15-Jul-2013	4896506	02-Feb-2016	Registered
SBE Licensing, LLC	HYDE	United States of America	86976547	15-Jul-2013	4801259	25-Aug-2015	Registered
SBE Licensing, LLC	HYDE	United States of America	86010831	15-Jul-2013			Pending
SBE Licensing, LLC	HYDE BEACH	United States of America	86780292	07-Oct-2015			Pending
SBE Licensing, LLC	HYDE BEACH HOUSE	United States of America	86661082	12-Jun-2015			Pending
SBE Licensing, LLC	HYDE HOTEL & RESIDENCES (Stylized)	United States of America	86062658	12-Sep-2013			Pending
SBE Licensing, LLC	HYDE HOTELS (Stylized)	United States of America	86062872	12-Sep-2013			Pending
SBE Licensing, LLC	HYDE LOUNGE	United States of America	78809308	07-Feb-2006	3413084	15-Apr-2008	Registered
SBE Licensing, LLC	HYDE RESORT & RESIDENCES (Stylized)	United States of America	86062662	12-Sep-2013			Pending
SBE Licensing, LLC	HYDE RESORT & RESIDENCES (Stylized)	United States of America	86976546	12-Sep-2013	4801258	25-Aug-2015	Registered
SBE Licensing, LLC	HYDE RESORTS (Stylized)	United States of America	86062875	12-Sep-2013			Pending
SBE Licensing,	K RAMEN. BURGER.	United States of	87025156	04-May-2016			Pending

Owner	Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Status
LLC	BEER.	America					
SBE Licensing, LLC	KATSUYA FRESH	United States of America	77859121	28-Oct-2009	4795388	18-Aug-2015	Registered
SBE Licensing, LLC	MAISON BIJOUX	United States of America	86903557	10-Feb-2016			Pending
SBE Licensing, LLC	MERCATO DI VETRO	United States of America	85230897	01-Feb-2011	4122873	03-Apr-2012	Registered
SBE Licensing, LLC	SHELTER	United States of America	85490536	08-Dec-2011			Pending
SBE Licensing, LLC	THE EMERSON THEATRE (Stylized)	United States of America	85796734	06-Dec-2012	4708689	24-Mar-2015	Registered
SBE Licensing, LLC	THE PERQ (Stylized)	United States of America	86135841	05-Dec-2013			Pending
SBE Licensing, LLC	XIV YACHT CLUB HOLLYWOOD , CA (Stylized)	United States of America	86596118	13-Apr-2015	4979463	14-Jun-2016	Registered
SBE Licensing, LLC	XIV YC & Design	United States of America	86596117	13-Apr-2015			Pending
SBE Licensing, LLC	FARMSPOKE	United States of America	87223800	02-Nov-2016			Pending
SBE Licensing, LLC	HYDE SOCIETY	United States of America	87238643	16-Nov-2016			Pending
SBE Licensing, LLC	BAZAAR MAR	United States of America	87246767	12-Nov-2016			Pending