

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garden City, Inc.		06/08/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	2900 North Loop West, 9th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77092		
Entity Type:	Banking Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4430352	NOODLE BA	
Registration Number:	4307098	ZONE 8 SPORTS BAR & GRILL	
Registration Number:	4336611	CASINO M8TRIX	
Registration Number:	4724000	CASINO M8TRIX	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<i>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.</i>			
Phone:	9495676700		
Email:	mweddington@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main St., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	43809.3		
NAME OF SUBMITTER:	Marley Weddington		
SIGNATURE:	/Marley Weddington/		
DATE SIGNED:	06/14/2017		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 8, 2017, is executed by GARDEN CITY, INC., a California corporation (the "Grantor"), in favor of COMERICA BANK, a bank, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of June 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Garden City, Inc., the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement, dated as of June 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent.

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Comerica Bank
2900 North Loop West, 9th Floor
Houston, Texas 77092
Attention: Tracie Reyes
Phone: (713) 507-1391
Fax: (713) 507-2880
E-mail: treyes@comerica.com

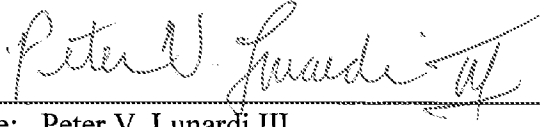
with a copy to:

Comerica Bank
611 Anton Blvd, 4th Floor
Costa Mesa, California 92626
Attention: Werner Schmidbauer
Phone: (626) 893-6103
Fax: (714) 433-3236
E-mail: wmschmidbauer@comerica.com

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GARDEN CITY, INC.

By: 
Name: Peter V. Lunardi III
Title: President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
Garden City, Inc.	Noodle Ba	4430352	November 12, 2013
Garden City, Inc.	Zone 8 Sports Bar & Grill	4307098	March 26, 2013
Garden City, Inc.	Casino M8trix	4336611	May 21, 2013
Garden City, Inc.	Casino M8trix	4724000	April 21, 2015

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.