

11/09/2017

RE 11/6/17  103678046

To the Director of the U. S. Patent and Trademark Office, and to the addressee(s) listed in the documents or the new address(es) below.

**1. Name of conveying party(ies):**  
King's Hawaiian Holding Company, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) California

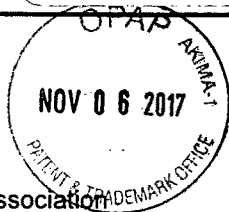
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Additional names, addresses, or citizenship attached?  Yes  No

Name: City National Bank  
Internal Address: \_\_\_\_\_  
Street Address: 2100 North Park Place, Suite #150  
City: El Segundo  
State: CA  
Country: USA Zip: 90245

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other national bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)



**3. Nature of conveyance /Execution Date(s) :**  
Execution Date(s) October 31, 2017

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**  
A. Trademark Application No.(s)  
See Schedule I to the attached Trademark Security Agreement.  
B. Trademark Registration No.(s)  
See Schedule I to the attached Trademark Security Agreement.

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
See Schedule I to the attached Trademark Security Agreement.

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: Chapman and Cutler LLP  
Internal Address: Attn: Deirdre G. Mangan  
Street Address: 1270 Avenue of the Americas, 30th Fl.  
City: New York  
State: New York Zip: 10020  
Phone Number: 212.655.3372  
Fax Number: 212.697.7210  
Email Address: dmangan@chapman.com

**6. Total number of applications and registrations involved:** 25

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$640.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
11/09/2017 DTIMBERL 00000010 4321589  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Mitchell L. Garrett Signature November 2, 2017 Date

Mitchell L. Garrett  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ADDENDUM TO TRADEMARKS COVER SHEET**

1. Name and state of additional conveying parties:

- (i) Name: King's Hawaiian Bakery West, Inc.  
State: California  
Citizenship: California

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

1. REGISTERED TRADEMARKS

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY	MARK
King's Hawaiian Holding Company, Inc.	4321589	4/16/2013	US	ALOHA IN EVERY BITE
King's Hawaiian Retail Inc.	4868957	12/15/2015	US	KING'S HAWAIIAN
King's Hawaiian Holding Company, Inc.	1228641	2/22/1983	US	KING'S HAWAIIAN
King's Hawaiian Holding Company, Inc.	4886232	1/12/2016	US	KING'S HAWAIIAN
King's Hawaiian Holding Company, Inc.	5087673	11/22/2016	US	KING'S HAWAIIAN
King's Hawaiian Holding Company, Inc.	2888718	9/28/2004	US	KING'S HAWAIIAN (and design)

King's Hawaiian Holding Company, Inc.	2823976	3/16/2004	US	KING'S HAWAIIAN (and design)
King's Hawaiian Bakery West, Inc.	2477743	8/14/2001	US	KING'S HAWAIIAN (and design)
King's Hawaiian Holding Company, Inc.	5129512	1/24/2017	US	KING'S HAWAIIAN JALAPENO BREAD
King's Hawaiian Holding Company, Inc.	4980141	6/14/2016	US	LIGHT ROASTED KONA COFFEE
King's Hawaiian Holding Company, Inc.	4516502	4/15/2014	US	SHARE THE HAWAIIAN WAY
King's Hawaiian Retail Inc.	2875012	8/17/2004	US	THE LOCAL PLACE
King's Hawaiian Holding Company, Inc.	4211296	9/18/2012	US	THE ORIGINAL KING'S HAWAIIAN EST 1950 HILO HI (and design)

King's Hawaiian Holding Company, Inc.	5113605	1/3/2017	US	THE ORIGINAL KING'S HAWAIIAN EST 1950 HILO HI BBQ SAUCE LIGHT ROASTED KONA COFFEE design
King's Hawaiian Holding Company, Inc.	5113608	1/3/2017	US	THE ORIGINAL KING'S HAWAIIAN EST 1950 HILO HI BBQ SAUCE ORIGINAL SWEET PINEAPPLE design
King's Hawaiian Holding Company, Inc.	5113599	1/3/2017	US	THE ORIGINAL KING'S HAWAIIAN EST 1950 HILO HI BBQ SAUCE SMOKED BACON RICH SMOKY FLAVOR NOTES design
King's Hawaiian Holding Company, Inc.	5113606	1/3/2017	US	THE ORIGINAL KING'S HAWAIIAN EST 1950 HILO HI BIG ISLAND LAVA S SPICY ISLAND SAUCE design

King's Hawaiian Holding Company, Inc.	4777404	7/21/2015	US	THE ORIGINAL KING'S HAWAIIAN ESTABLISHED 1950 HILO HAWAII (and design)
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2. TRADEMARK APPLICATIONS

OWNER	SERIAL NUMBER	FILING DATE	COUNTRY	MARK
King's Hawaiian Holding Company, Inc.	87371701	3/15/2017	US	HALLOWAIIAN
King's Hawaiian Holding Company, Inc.	87240698	11/17/2016	US	HUI NA MEA ' AI HAWAI'I
King's Hawaiian Holding Company, Inc.	87377264	3/20/2017	US	KAI design
King's Hawaiian Holding Company, Inc.	87196026	10/7/2016	US	KING'S HAWAIIAN
King's Hawaiian Holding Company, Inc.	87371700	3/15/2017	US	LEGEND OF HALLOWAIIAN

King's Hawaiian Holding Company, Inc.	87377267	3/20/2017	US	MENEHUNE design
King's Hawaiian Holding Company, Inc.	87072440	6/15/2016	US	RECIPE FOR FUN

3. TRADEMARK LICENSES

None.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of City National Bank ("CNB"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and CNB, as Agent for the Lenders, as Sole Lead Arranger and Sole Bookrunner, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of each 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, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers 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 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, 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"):

(a) 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;

(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.

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 Agent pursuant to the Guaranty and 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 Guaranty and 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.

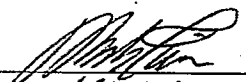
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

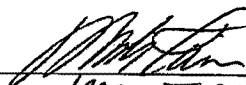
[SIGNATURE PAGES FOLLOW]

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.

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

By:   
Name: MARK THARA  
Title: CEO

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

By:   
Name: MARK THARA  
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006219 FRAME: 0034**

ACCEPTED AND AGREED  
as of the date first above written:

CITY NATIONAL BANK,  
as Agent

By: *[Signature]*  
Name: *Tom Jhner*  
Title: *Duly Authorized Signatory*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006219 FRAME: 0035

ACKNOWLEDGMENT OF GRANTOR

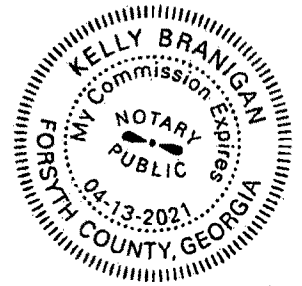
State of Georgia )

County of Forsyth )

ss.

On this 26 day of October, 2017 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 \_\_\_\_\_, 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.

Kelly Branigan  
Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]