

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YAMASHIRO IP HOLDINGS L.L.C., a Nevada limited liability company, as successor-in-interest to Yamashiro, Inc., a California corporation		10/19/2018	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	PREFERRED BANK		
Street Address:	601 S. Figueroa Street, 29th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3771157	YAMASHIRO	
CORRESPONDENCE DATA			
Fax Number:	3236512577		
<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:	3238521000		
Email:	sbarnett@frandzel.com		
Correspondent Name:	Albert Moon/Sandy Barnett		
Address Line 1:	1000 Wilshire Blvd., 19th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2427		
NAME OF SUBMITTER:	Albert Moon		
SIGNATURE:	/s/ Albert Moon		
DATE SIGNED:	10/26/2018		
Total Attachments: 12			
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source=Executed Trademark Agreement 10-19-18#page13.tif

RECORDING REQUESTED BY:

PREFERRED BANK
601 S. Figueroa Street, 29th Floor
Los Angeles, California 90017
Attention: Note Department

**TRADEMARK, PATENT, COPYRIGHT
AND LICENSE SECURITY AGREEMENT**

THIS TRADEMARK, PATENT, COPYRIGHT AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of October 19, 2018, is made by YAMASHIRO IP HOLDINGS L.L.C., a Nevada limited liability company, as successor-in-interest to Yamashiro, Inc., a California corporation, pursuant to that certain Assignment dated December 29, 2016 (the "Grantor"), having its principal place of business at 3951 Medford Street, Los Angeles, California 90063, in favor of PREFERRED BANK, a California banking corporation (the "Grantee"), located at 601 S. Figueroa Street, 29th Floor, Los Angeles, California 90017.

RECITALS:

A. Grantor is indebted to the Grantee pursuant to a Continuing Guaranty dated October 19, 2018, executed by Grantor in favor of Grantee (the "Guaranty"), which Guaranty guarantees the obligations of 1999 SYCAMORE, LLC, a California limited liability company, and 6923 BONITA TERRACE, LLC, a California limited liability company (individually and collectively, "Borrower"), under that certain Loan Agreement dated October 19, 2018 (together with any extensions, modification or amendments thereto, the "Loan Agreement"), entered into between Borrower and Grantee, and that certain Promissory Note dated October 19, 2018, by Borrower in favor of Grantee, in the maximum original principal amount of Twenty-Three Million and No/100 Dollars (\$23,000,000.00) (together with any extensions, modifications, renewals or extensions thereof, the "Note"), evidencing a loan made by Lender to Borrower in the maximum principal amount of \$23,000,000.00.

B. Grantor has agreed, inter alia, to grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined), as collateral for Grantor's obligations under the Guaranty.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Agreement” means this Trademark, Patent, Copyright and License Security Agreement, as the same may from time to time be amended, modified or supplemented.

“Copyrights” means copyrights, registrations and applications therefor and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Intellectual Property Collateral” has the meaning assigned to such term in Section 2 of this Agreement.

“Licenses” means license agreements granting Grantor any interest in intellectual property and any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

“Patents” means patents registered in the United States or elsewhere, applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now or hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present, or future infringements thereof, and (iv) rights corresponding thereto throughout the world.

“Trademarks” means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

2. Grant of Security Interest in Patents. In order to secure the complete and due and punctual payment of all of the obligations of Grantor to Grantee, Grantor hereby grants and conveys to the Grantee as collateral security, a continuing security interest in all of Grantor’s entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the “Intellectual Property Collateral”):

4. Rights and Remedies; Application of Monies.

(a) Upon the occurrence and during the continuation of a default of any or all of Grantor's obligations to the Grantee under the Guaranty ("Event of Default"), the Grantee may, to the fullest extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto. Upon the occurrence and during the continuation of a default of any or all of Grantor's obligations to the Grantee, the Grantee may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash or upon credit as the Grantee may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions that the Grantee shall determine. In connection therewith, the Grantee shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.

(b) Except as provided in this Section 4, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Grantee of any of its rights and remedies hereunder. The Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 4, in the absence of willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the obligations of Grantor to the Grantee, any said obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such remaining obligations.

(d) This Agreement is made to provide for and secure repayment of the obligations of Grantor to the Grantee under the Guaranty.

5. Termination of Security Interest. This Agreement and the security interests created or granted hereby or thereby, shall terminate when the following shall have occurred: the date that all of the obligations of Borrower to the Grantee under the Loan Agreement and the Note, and the other documents executed in connection therewith, shall have been fully and indefeasibly paid and satisfied, and Grantor no longer has any obligations to Grantee under the Guaranty. After such termination, the Grantee (without recourse upon, or any warranty whatsoever by, the Grantee), shall execute and deliver to Grantor for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Grantee's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Grantee granted hereby as the Grantor may reasonably request, all without recourse upon, or warranty whatsoever

by, the Grantee (except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Grantee) and all at the cost and expense of Grantor.

6. Use and Protection of Intellectual Property Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Grantee shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

7. Duties of Grantor. Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of its business and operations, in a manner substantially consistent with its present practices and shall take all action reasonably requested by the Grantee to register, record and/or perfect the Grantee's right hereunder.

8. The Grantee's Right to Sue. Whenever Grantor shall have defaulted in any or all of its obligations to the Grantee under the Guaranty, the Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Copyrights, Patents and Licenses, and, if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all proper documents required by the Grantee in aid of such enforcement.

9. No Waiver; Cumulative Remedies. No failure on the part of the Grantee to exercise, and no delay on the part of the Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Grantee whether at law, in equity or otherwise.

10. Notices, etc. All notices or other communications hereunder shall be given to the Grantee as follows:

PREFERRED BANK
601 S. Figueroa Street, 29th Floor
Los Angeles, California 90017
Attention: Note Department

Notices to the Grantor should be addressed to:

YAMASHIRO IP HOLDINGS L.L.C.
3951 Medford Street
Los Angeles, California 90063

11. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of the Grantee hereunder which expenses together with interest thereon at the rate provided in the Note shall constitute obligations of Grantor to the Grantee thereunder and, therefore, secured hereby.

12. Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Grantee may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all obligations of Grantor to the Grantee.

The Grantee agrees that except upon the occurrence and during the continuation of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to the Grantee pursuant to this Section 12.

13. Agreement Governing Law; Binding Character; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor and the Grantee and their respective successors and assigns and shall inure to the benefit of Grantor and the Grantee, and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Grantee. No other person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.

14. Further Indemnification. Grantor agrees to pay, and save the Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the willful misconduct of the Grantee), any and all excise, sales or other similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

15. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

16. Headings. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

17. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be

deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

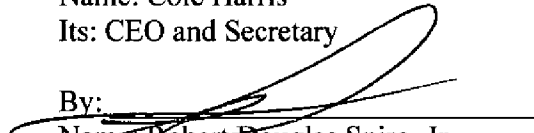
[Signature page to follow.]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first above written.

YAMASHIRO IP HOLDINGS L.L.C.,
a Nevada limited liability company

By: Capital Stone Management, Inc.,
a California corporation
Its: Sole Member and Manager

By: 
Name: Cole Harris
Its: CEO and Secretary

By: 
Name: Robert Douglas Spiro, Jr.
Its: President

[ALL SIGNATURES MUST BE ACKNOWLEDGED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 10/22/2018, before me, LORRAINE E. PETERSON, a Notary Public, personally appeared COLE HARRIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lorraine E. Peterson
Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 10/22/2018, before me, LORRAINE E. PETERSON, a Notary Public, personally appeared ROBERT DOUGLAS SPIRO JR., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lorraine E. Peterson
Notary Public



SCHEDULE A
to the
Trademark, Patent, Copyright
and License Security Agreement between

Trademarks

1. REGISTERED MARKS

<u>Mark</u>	<u>U.S. Serial No.</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
"YAMASHIRO"	77811664	3771157	August 24, 2009

2. DOMAIN NAMES

Domain

SCHEDULE B
to the
Trademark, Patent, Copyright
and License Security Agreement between

Copyrights

1. None.

SCHEDULE C to the
Trademark, Patent, Copyright
and License Security Agreement
between

Licenses

Granted By Third
Parties In Favor of Grantor

1. None.

SCHEDULE D
to the
Trademark, Patent, Copyright
and License Security Agreement

Patents

1. None.