

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543994

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kona Grill Acquisition, LLC		10/04/2019	Limited Liability Company: DELAWARE
THE ONE GROUP, LLC		10/04/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	2001 Ross Ave., Suite 2800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	State Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77841398	ASELLINA
Serial Number:	85716127	CUCINA ASELLINA
Serial Number:	85978974	HERAEA
Serial Number:	86320170	MAGNUM MONDAYS
Serial Number:	86978608	MAGNUM MONDAYS
Serial Number:	77003892	NOT YOUR DADDY'S STEAKHOUSE
Serial Number:	86229587	STK
Serial Number:	78691571	STK
Serial Number:	88291729	STK
Serial Number:	85379387	STK OUT
Serial Number:	88285495	STK ROOFTOP
Serial Number:	78528430	THE ONE GROUP
Serial Number:	85615109	WHERE GIRLS GO TO PLAY
Serial Number:	77239608	
Serial Number:	85080633	KONAVORE
Serial Number:	77481395	EAST MEETS WEST. THEY PARTY.
Serial Number:	75523972	KONA GRILL

OP \$440.00 77841398

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 4045725100*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:** 4046712946**Email:** tkirillova@kslaw.com**Correspondent Name:** Tatyana Kirillova, Paralegal**Address Line 1:** 1180 Peachtree Street, NE**Address Line 2:** King & Spalding LLP**Address Line 4:** Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	14868.515033
NAME OF SUBMITTER:	Tatyana Kirillova
SIGNATURE:	/s/ Tatyana Kirillova
DATE SIGNED:	10/04/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 4, 2019, (this “**Agreement**”) by **THE ONE GROUP, LLC**, a Delaware limited liability company and **KONA GRILL ACQUISITION, LLC**, a Delaware limited liability company (each a “**Grantor**” and together the “**Grantors**”), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of October 4, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **THE ONE GROUP HOSPITALITY, INC.**, a Delaware corporation (“**Holdings**”), **THE ONE GROUP, LLC** (“**Company**”), certain of their respective Subsidiaries, as Grantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS BANK USA**, as Administrative Agent and Collateral Agent, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of October 4, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantors hereby grant to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during

the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
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 its Trademarks and Trademark Licenses subject to a security interest hereunder.
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.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

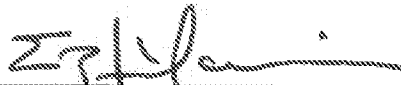
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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KONA GRILL ACQUISITION, LLC

By: 
Name: Emanuel Hilario
Title: Chief Executive Officer


THE ONE GROUP, LLC

By: 
Name: Emanuel Hilario
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:


GOLDMAN SACHS BANK USA,
as the Collateral Agent


By:  _____
Name: David D. Miller
Title: Authorized Signatory

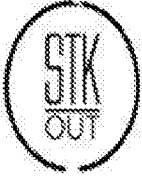


[Signature Page to Trademark Security Agreement]

Schedule I

Trademarks and Trademark Applications

Trademark	Grantor	Serial No.	Filing Date	Registration No.	Registration Date	Jurisdiction
ASELLINA	The ONE Group, LLC	77841398	10/5/2009	3967067	5/24/2011	USA
CUCINA ASELLINA	The ONE Group, LLC	85716127	8/29/2012	4323998	4/23/2013	USA
HERAEA	The ONE Group, LLC	85978974	5/2/2012	4344289	5/28/2013	USA
MAGNUM MONDAYS	The ONE Group, LLC	86320170	6/25/2014	5041653	9/13/2016	USA
MAGNUM MONDAYS	The ONE Group, LLC	86978608	6/25/2014	4957504	5/10/2016	USA
NOT YOUR DADDY'S STEAKHOUSE	The ONE Group, LLC	77003892	9/21/2006	3267266	7/24/2007	USA
STK	The ONE Group, LLC	86229587	3/24/2014	4613901	9/30/2014	USA
STK	The ONE Group, LLC	78691571	8/12/2005	3188230	12/19/2006	USA
STK	The ONE Group, LLC	88291729	2/6/2019	5834458	8/13/2019	USA
	The ONE Group, LLC	85379387	7/24/2011	4208788	9/18/2012	USA
STK ROOFTOP	The ONE Group, LLC	88285495	2/1/2019	5834209	8/13/2019	USA
THE ONE GROUP	The ONE Group, LLC	78528430	12/7/2004	4978229	6/14/2016	USA
WHERE GIRLS GO TO PLAY	The ONE Group, LLC	85615109	5/2/2012	4339908	5/21/2013	USA

Woman Design 	The ONE Group, LLC	77239608	7/26/2007	3381619	2/12/2008	USA
KONAVORE	Kona Grill Acquisition, LLC	85080633	7/8/2010	4061001	11/22/2011	USA
EAST MEETS WEST. THEY PARTY.	Kona Grill Acquisition, LLC	77481395	5/22/2008	3729306	12/22/2009	USA
KONA GRILL	Kona Grill Acquisition, LLC	75523972	7/23/1998	2414461	12/19/2000	USA
ASELLINA	The ONE Group, LLC	1539036	8/9/2011	TMA852629	6/6/2013	Canada
CUCINA ASELLINA	The ONE Group, LLC	1612041	1/30/2013	TMA989462	1/26/2018	Canada
NOT YOUR DADDY'S STEAKHOUSE	The ONE Group, LLC	1340097	3/20/2007	TMA759226	2/10/2010	Canada
NOT YOUR DADDY'S STEAKHOUSE	The ONE Group, LLC	1609226	1/9/2013	TMA879645	6/6/2014	Canada
ONE HOSPITALITY	The ONE Group, LLC	1740412	8/5/2015	TMA1030915	6/24/2019	Canada
STK	The ONE Group, LLC	1601336	11/6/2012	TMA1006022	10/3/2018	Canada
STK	The ONE Group, LLC	1653383	11/25/2013	TMA10004670	9/12/2018	Canada
STK	The ONE Group, LLC	1269886	8/18/2005	TMA722923	9/4/2008	Canada
STK	The ONE Group, LLC	1544452	9/21/2011	TMA999654	6/22/2018	Canada
STK OUT and Design	The ONE Group, LLC	1558888	1/6/2012	TMA1026028	6/17/2019	Canada

						
STK REBEL	The ONE Group, LLC	1847811	7/17/2017	TMA1034001	7/1/2019	Canada
STKOUT	The ONE Group, LLC	1478619	4/27/2010	TMA1041548	7/16/2019	Canada
THE ONE GROUP	The ONE Group, LLC	1740411	8/5/2015	TMA1030951	6/24/2019	Canada
Woman Design 	The ONE Group, LLC	1394889	5/8/2008	TMA764265	4/14/2010	Canada
Woman Design 	The ONE Group, LLC	1609228	1/9/2013	TMA879631	6/6/2014	Canada
KONA GRILL	Kona Grill Acquisition, LLC	1711365	1/19/2015	TMA988431	1/12/2018	Canada