

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM544087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Administrative Agent		10/04/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kona Grill, Inc.		
Street Address:	7150 E. Camelback Road, Suite 220		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4061001	KONAVORE	
Registration Number:	3729306	EAST MEETS WEST. THEY PARTY.	
Registration Number:	2414461	KONA GRILL	
CORRESPONDENCE DATA			
Fax Number:	4045723428		
<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:	4045723428		
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:	10/07/2019		
Total Attachments: 4			
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NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of October 4, 2019 by KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in Security Agreement referred to below) and Kona Grill, Inc., a Delaware corporation (together with its successors and assigns, the "Assignor").

WHEREAS, the Administrative Agent and the Assignor entered into that certain Pledge and Security Agreement, dated as of April 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Administrative Agent and the Assignor entered into that certain Collateral Assignment of Trademarks dated as of April 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Assignment Agreement");

WHEREAS, under the Collateral Assignment Agreement the Assignor granted the Administrative Agent security interests in, among other things, such Assignor's right, title and interest in the United States intellectual property rights identified on Schedule A attached hereto (the "Intellectual Property"), as security for the obligations of the Assignor under the Security Agreement;

WHEREAS, the Administrative Agent recorded the Collateral Assignment Agreement with respect to the Intellectual Property listed on Schedule A on April 19, 2013 in the United States Patent and Trademark Office ("PTO") at Reel 005010, Frame 0500;

WHEREAS, pursuant to, the certain order entered on September 24, 2019 by the United States Bankruptcy Court for the District of Delaware in the case captioned In re Kona Grill et. al., Case No. 19-10953 (the "Sale Order"), approving the sale of certain assets of the debtors in such case, and upon the consummation of the Sale (as defined in the Sale Order) the security interests, mortgages, liens and other encumbrances in and to the Intellectual Property are released and terminated and attach to the proceeds of the Sale, in the same order of priority and with the same validity, force and effect that such security interests and liens had before the Sale; and

WHEREAS, the Sale has been consummated as of October 4, 2019.

NOW THEREFORE, the Administrative Agent agrees as follows:

1. Defined terms used but not defined herein shall have the meanings attributed to such terms in the Security Agreement.

2. The Administrative Agent hereby:

(i) releases all liens and security interests with respect to the Intellectual Property;

(ii) re-assigns and releases to the applicable Assignor and terminates all right, title and interest that Administrative Agent has in and to the Intellectual Property and all proceeds of the foregoing; and all general intangibles associated with the foregoing, including without limitation, all goodwill associated in any way with such Intellectual Property; and all the rights to sue for past, present and future infringements, and all rights corresponding thereto associated with such Intellectual Property;

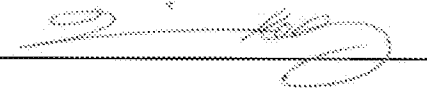
(iii) waives and relinquishes all its rights, powers, privileges, and remedies with respect to the Assignor under the Security Agreement and the Collateral Assignment Agreement with respect to the Intellectual Property;

(iv) releases Assignor and its respective successors and assigns from all covenants, obligations, liabilities, and warranties under the Security Agreement and the Collateral Assignment Agreement.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first written above.

KEY BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Quinn Kelly
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

KONAVORE	4061001	United States	Kona Grill, Inc.
EAST MEETS WEST. THEY PARTY.	3729306	United States	Kona Grill, Inc.
KONA GRILL	2414461	United States	Kona Grill, Inc.