

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kyo-Ya Hotels & Resorts, LP		02/07/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Kokusai Kogyo Holdings Kabushiki Kaisha		
Street Address:	2nd Floor, 2255 Kalakaua Avenue		
City:	Honolulu		
State/Country:	HAWAII		
Postal Code:	96815		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0831216	ROYAL HAWAIIAN	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-261-6538		
Email:	TMDocket@mofo.com		
Correspondent Name:	Morrison & Foerster LLP		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/Jennifer Lee Taylor/		
DATE SIGNED:	03/17/2020		
Total Attachments: 8			
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SHORT FORM INTELLECTUAL
PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated February 7, 2020, is made by **KYO-YA HOTELS & RESORTS, LP**, a Delaware limited partnership, having an office at 2255 Kalakaua Avenue, Honolulu, Hawaii 96815 (“**Pledgor**”), in favor of **KOKUSAI KOGYO HOLDINGS KABUSHIKI KAISHA**, a Japanese corporation, having an address at c/o Sheraton Waikiki Hotel, 2nd Floor, 2255 Kalakaua Avenue, Honolulu, Hawaii 96815 (together with its successors, pledgees and assigns, “**Lender**”),

WHEREAS, Pledgor and Lender have entered into the Loan Documents dated as of February 7, 2020 (as amended, amended and restated, replaced supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which the Lender has agreed to make a loan to Pledgor (the “**Loan**”), secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan, Pledgor and Lender have entered into the Intellectual Property Security Agreement, dated February 7, 2020 (as amended, amended and restated, replaced supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce Lender to make the Loan to Pledgor.

WHEREAS, under the terms of the Intellectual Property Security Agreement, Pledgor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Pledgor, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

SECTION 1. Grant of Security. Pledgor hereby grants to the Lender a security interest in all of Pledgor’s right, title and interest in and to the following (the “**Collateral**”): the United States registered Trademarks (as defined in the Intellectual Property Security Agreement), which are set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this IP Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by Pledgor to Lender under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Pledgor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement. The Pledgor further hereby authorizes Lender to file a Recordation Form Cover Sheet, and to do and perform any and all acts for an on behalf of the Pledgor which may be necessary or desirable to record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[SIGNATURE ON FOLLOWING PAGE]

PLEDGOR:


KYO-YA HOTELS & RESORTS, LP, a
Delaware limited partnership

By: **KYO-YA USA, LLC**, a Delaware
limited liability company, its sole general
partner

By: 
Name: Takamasa Osano
Title: President

LENDER:

KOKUSAI KOGYO HOLDINGS
KABUSHIKI KAISHA,
a Japan corporation

By: 
Name: Takamasa Osano
Title: President

SCHEDULE A

INTELLECTUAL PROPERTY/WEBSITES

Trademarks

United States - Federal registrations and applications:

<u>Mark</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
Royal Hawaiian	0831216	06/27/1967

United States - State Marks:

<u>Mark</u>	<u>State</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
GC Lounge (Design)	California	120473	10/26/2015
Maxfield's	California	54212	11/29/2000
Palace Hotel	California	54225	11/29/2000
Palace Hotel (& Design)	California	54157	11/16/2000
The Garden Court	California	54213	11/29/2000
The Garden Court (& Design)	California	120271	09/14/2015
The Pied Piper Bar	California	54214	11/29/2000
Azure Restaurant	Hawaii	4064584	07/10/2008
Azure Restaurant (& Design)	Hawaii	4068250	11/26/2008
Bar at Azure	Hawaii	4181764	02/13/2017
Bar at Azure (& Design)	Hawaii	4208748	08/08/2018
Beach Club at the Moana	Hawaii	4124269	12/13/2013
Beachhouse at the Moana	Hawaii	4066588	10/01/2008
Black Rock Kitchen	Hawaii	4134296	09/12/2014
Black Rock Lounge	Hawaii	4143327	04/22/2015
Black Rock Steak & Seafood	Hawaii	4068531	12/09/2008
Black Rock Terrace	Hawaii	4093784	03/22/2011
Coconut Wireless	Hawaii	216409	10/28/1987
Collections of Waikiki	Hawaii	4082333	03/25/2010
Coronet Lounge	Hawaii	4064155	06/20/2008
Discovery Room	Hawaii	143005	10/09/1991
From the Farm to the Plate (& Design)	Hawaii	4073663	06/01/2009
Gift (& Design)	Hawaii	4109415	08/28/2012
Gift Amenity Store	Hawaii	4108932	08/10/2012
Hanohano Room	Hawaii	210572	02/04/1987
Hapas Pizza	Hawaii	4127852	03/31/2014
Hapas Pizza (& Design)	Hawaii	4233052	10/22/2019

Helumoa Playground	Hawaii	4069204	01/09/2009
Honu Snack Shop	Hawaii	210781	04/09/1997
In Celebration of Aloha (& Design)	Hawaii	4032117	04/12/2005
Kai Market	Hawaii	4067265	10/21/2008
Kai Market (& Design)	Hawaii	4075928	08/14/2009
Keka`a Terrace	Hawaii	196720	10/25/1995
Lagoon Bar	Hawaii	210782	04/09/1997
Leahi Club Lounge	Hawaii	4124272	12/13/2013
Leahi Lounge	Hawaii	4229196	08/19/2019
Leahi Lounge (& Design)	Hawaii	4231691	10/02/2019
LIQUIDLIGHT 3D	Hawaii	4137133	11/26/2014
Lurline Room	Hawaii	4064151	06/20/2008
Mai Tai Bar	Hawaii	212097	05/26/1987
Mai Tai Bar (& Design)	Hawaii	4068251	11/26/2008
Mailani Beach Tower	Hawaii	4140169	02/12/2015
Mailani Lounge	Hawaii	4142011	03/27/2015
Mailani Tower	Hawaii	4142012	03/27/2015
Mailani Tower (& Design)	Hawaii	4142008	03/27/2015
Maui Nui Luau	Hawaii	4134297	09/12/2014
Mele at the Moana	Hawaii	4147426	07/27/2015
Mele at the Moana (& Design)	Hawaii	4147740	07/31/2015
Moana Hotel	Hawaii	210411	03/18/1987
Moana Surfriider	Hawaii	251179	11/06/2000
Moana-Surfriider Hotel	Hawaii	4028230	11/26/2004
Monarch Room	Hawaii	142109	09/16/1991
Raw Bar at Azure	Hawaii	4181763	02/13/2017
Restaurant Azure	Hawaii	4065074	08/01/2008
ROCKSALT	Hawaii	4201525	03/16/2018
ROCKSALT (& Design)	Hawaii	4222554	04/25/2019
Royal Hawaiian Bakery	Hawaii	4181694	02/13/2017
Royal Hawaiian Bakery (& Design)	Hawaii	4208401	07/26/2018
Royal Hawaiian Beach Club	Hawaii	4064152	06/20/2008
Royal Hawaiian Hotel	Hawaii	196721	12/30/1985
Royal Hawaiian Hotel (& Design)	Hawaii	4068596	11/26/2008
Royal Hawaiian Luau	Hawaii	4009882	05/09/2003
Rumfire	Hawaii	4057225	09/21/2007
RumFire Waikiki Beach (& Design)	Hawaii	4231796	10/02/2019
Sheraton Maui Hotel	Hawaii	4028395	12/02/2004
Sheraton Maui (& Design)	Hawaii	211052	04/10/1997
Sheraton Maui Resort & Spa	Hawaii	4064258	06/25/2008
Sheraton Waikiki Hotel	Hawaii	4028221	11/26/2004

Sheraton Waikiki Resort	Hawaii	4074199	06/18/2009
Sundowner Bar	Hawaii	145375	10/09/1991
Surf Lanai	Hawaii	4064299	06/27/2008
Surf Lanai (& Design)	Hawaii	4068648	12/10/2008
Surf Room	Hawaii	212099	05/26/1987
Surfrider Café	Hawaii	4115846	04/01/2013
Taste Kitchen	Hawaii	4199886	02/15/2018
Teppan-yaki Dan	Hawaii	210784	04/09/1997
The Banyan Veranda	Hawaii	245420	06/06/1990
The Cliff Dive Bar	Hawaii	4077935	10/20/2009
The Cliff Dive Grill	Hawaii	4134295	09/12/2014
The Coral Reef Restaurant	Hawaii	196719	10/25/1995
The Edge of Waikiki	Hawaii	4067266	10/21/2008
The Edge of Waikiki (& Design)	Hawaii	4068253	11/26/2008
The Edge Of Waikiki (Diamond Head) (& Design)	Hawaii	4208736	07/26/2018
The Makana Chapel	Hawaii	4112024	11/26/2012
The Moana Chapel	Hawaii	4074984	07/17/2009
The Moana Lani Spa	Hawaii	4053343	04/30/2007
The Reef's Edge	Hawaii	210783	04/09/1997
The Reservations Center	Hawaii	257105	12/17/2001
The Room	Hawaii	4112023	11/26/2012
The Royal Hawaiian Hotel Waikiki (& Design)	Hawaii	4068599	11/26/2008
The Royal Hawaiian Resort Waikiki	Hawaii	4164013	04/07/2016
The Royal Hawaiian Resort Waikiki (& Design)	Hawaii	4165394	04/07/2016
The Sandbar	Hawaii	4229195	08/19/2019
The Veranda	Hawaii	4105937	05/04/2012
TRH Inspired	Hawaii	4071588	03/27/2009
Veranda Restaurant	Hawaii	4058652	10/26/2007
Vintage 1901	Hawaii	4147425	07/27/2015
Vintage 1901 (& Design)	Hawaii	4147753	07/31/2015
Waikiki Collections	Hawaii	4082334	03/25/2010
Wiki Wiki	Hawaii	4036012	08/15/2005
Wish StarWish (& Design)	Hawaii	4130295	04/14/2014

Domain Names

1. <http://www.KyoyaHotelsandResorts.com>
2. <http://www.Kyo-yaHotelsandResorts.com> (inactive, but registered)
3. <http://www.KyoyaCompany.com> (inactive, but registered)
4. <http://www.KyoyaHawaii.com> (inactive, but registered)
5. <https://collectionsofwaikiki.com>
6. <https://collectionsofwaikiki.com/ja/>
7. <https://collectionsofwaikiki.com/kr/>
8. <https://collectionsofwaikiki.com/cn/>
9. <http://collectionsofwaikiki.biz>
10. <http://collectionsofwaikiki.info>
11. <http://collectionsofwaikiki.mobi>
12. <http://collectionsofwaikiki.net>
13. <http://collectionsofwaikiki.org>
14. <http://collectionsofwaikikis.com>
15. <http://thecollectionsofwaikiki.com>