

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630995

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAR HOLDINGS, INC.		03/08/2021	Corporation: DELAWARE
SAR FOOD CONCEPTS LIMITED		03/08/2021	Corporation: DELAWARE
KCP FOOD (U.S.) INC.		03/08/2021	Corporation: DELAWARE
EDJAR U.S. INC.		03/08/2021	Corporation: DELAWARE
SMK FRANCHISING INC.		03/08/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	1699803 ONTARIO INC., AS THE LENDER
<b>Street Address:</b>	7650 Birchmount Road
<b>City:</b>	Markham
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L3R 6B9
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3328833	SARKU
Registration Number:	3082322	SAKKIO JAPAN
Registration Number:	3079480	SARKU JAPAN
Registration Number:	3079376	SARKU JAPAN SUSHI BAR
Registration Number:	3079377	SARKU JAPAN SUSHI BAR
Registration Number:	3070891	KATO'S CAJUN
Registration Number:	3070898	KATO'S CAJUN
Registration Number:	2595198	KATO'S GRILLE & BBQ
Registration Number:	2236744	MING TREE
Registration Number:	2238803	MING TREE
Registration Number:	1970954	SARKU JAPAN
Registration Number:	1662050	SAKKIO JAPAN
Registration Number:	4962274	
Registration Number:	4567837	FRESH HAPPENS HERE
Registration Number:	4527012	SARKU JAPAN

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 3125774565*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:** 312-577-8265**Email:** kristin.brozovic@katten.com**Correspondent Name:** Kristin Brozovic c/o Katten**Address Line 1:** 525 W Monroe St**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 344132-1**NAME OF SUBMITTER:** Kristin Brozovic**SIGNATURE:** /Kristin Brozovic/**DATE SIGNED:** 03/10/2021**Total Attachments: 7**

source=US\_ - SAR Holdings - Trademark Security Agreement (with schedules) 2021 Executed#page1.tif

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Notwithstanding anything herein to the contrary, the liens and security interests granted to the Lender pursuant to or in connection with this Agreement or any other Collateral Document, and the exercise of any right or remedy by the Lender hereunder or thereunder are subject to the provisions of the Subordination Agreement dated as of March 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Subordination Agreement"), between Wells Fargo Bank, National Association, as the Senior Agent, and 1699803 Ontario Inc., as the Subordinated Creditor. In the event of any conflict between the terms of the Subordination Agreement and this agreement or any Collateral Document, the terms of the Subordination Agreement shall control.

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### **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 8, 2021 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **1699803 ONTARIO INC.** (the "Lender").

#### WITNESSETH:

WHEREAS, pursuant to the Secured Note dated as of March 8, 2021 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Note") made by **SAR HOLDINGS, INC.**, a Delaware corporation (the "Borrower") in favor of the Lender, the Lender has made a Loan (as defined in the Note) to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor has, pursuant to a Guaranty and Security Agreement, dated as of March 8, 2021, in favor of the Lender (as such agreement may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "General Security Agreement"), guaranteed the Secured Obligations (as defined in the Note) of the Borrower;

WHEREAS, each Grantor has, pursuant to the General Security Agreement, granted a security interest in substantially all of its assets in favor of the Lender to secure the payment and performance of the Secured Obligations; and

WHEREAS, all of the Grantors are party to the General Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to make the Loan to the Borrower under the Note, each Grantor hereby agrees with the Lender as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the General Security Agreement.

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 of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than Excluded Property) (the "Trademark Collateral"):

(a) all of its U.S. and Canadian registered Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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. The Grantors hereby represent and warrant that Schedule 1 attached hereto is true, complete and correct in all material respects as of the date hereof.

General Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the General Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic transmission (including in .pdf format) shall be effective as delivery of a manually executed counterpart hereof.

Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the General Security Agreement, the General Security Agreement shall prevail.

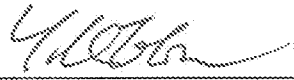
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

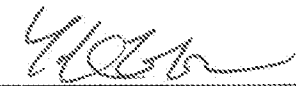
Very truly yours,

**GRANTORS:**

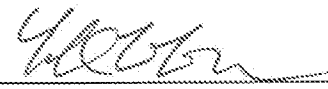
**SAR HOLDINGS, INC.**, a Delaware corporation

By:   
Name: Tony Chiu  
Title: Vice President

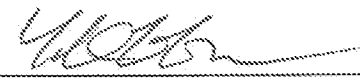
**SAR FOOD CONCEPTS LIMITED**, a Delaware corporation

By:   
Name: Tony Chiu  
Title: Vice President

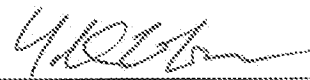
**KCP FOOD (U.S.) INC.**, a Delaware corporation

By:   
Name: Tony Chiu  
Title: Vice President

**EDJAR U.S. INC.**, a Delaware corporation

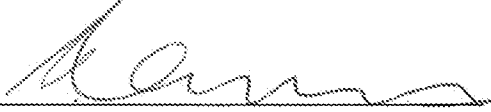
By:   
Name: Tony Chiu  
Title: Vice President

**SMK FRANCHISING INC.**, a Delaware corporation

By:   
Name: Tony Chiu  
Title: Secretary and Treasurer

**ACCEPTED AND AGREED**  
as of the date first above written:

**1699803 ONTARIO INC.**, as the Lender

By: 

Name: James Chim

Title: Director

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Title	Application No.	Application Date	Registration No.	Registration Date	Status	Owner
SARKU	77115082	2/23/07	3328833	11/6/07	Renewed (Registered)	KCP Food (U.S.) Inc.
SAKKIO JAPAN	78613073	4/20/05	3082322	4/18/06	Renewed (Registered)	Edjar US Inc.
SARKU JAPAN	78609605	4/15/05	3079480	4/11/06	Renewed (Registered)	KCP Food (U.S.) Inc.
SARKU JAPAN SUSHI BAR	7860	4/8/05	3079376	4/11/06	Renewed (Registered)	KCP Food (U.S.) Inc.
SARKU JAPAN SUSHI BAR	78605021	4/8/05	3079377	4/11/06	Renewed (Registered)	KCP Food (U.S.) Inc.
KATO'S CAJUN	78594542	3/24/05	3070891	3/21/06	Renewed (Registered)	Sar Food Concepts Limited
KATO'S CAJUN	78594620	3/24/05	3070898	3/21/06	Renewed (Registered)	Sar Food Concepts Limited
KATO'S GRILLE & BBQ	75924102	2/22/00	2595198	7/16/02	Renewed (Registered)	Sar Food Concepts Limited
MING TREE	75442406	2/25/98	2236744	4/6/99	Renewed (Registered)	Edjar US Inc.
MING TREE	75442407	2/25/98	2238803	4/13/99	Renewed (Registered)	Edjar US Inc.
SARKU JAPAN	74591944	10/28/94	1970954	4/30/96	Renewed (Registered)	KCP Food (U.S.) Inc.
SAKKIO JAPAN	74061755	5/23/90	1662050	10/22/91	Renewed (Registered)	Edjar US Inc.
Design Only	86206226	2/27/14	4962274	5/24/16	Registered	KCP Food (U.S.) Inc.
FRESH HAPPENS HERE	86136528	12/5/13	4567837	7/15/14	Registered	KCP Food (U.S.) Inc.
SARKU JAPAN	85953874	6/7/13	4527012	5/6/14	Registered	KCP Food (U.S.) Inc.

2. TRADEMARK APPLICATIONS



None.

3. CANADIAN REGISTERED TRADEMARKS

Trademark	Jurisdiction	Reg. No.	Registration Date
MING TREE Franchising restaurant and take out services	Canada	Reg # TMA539407	January 9, 2001
SAKKIO JAPAN Franchising Services	Canada	Reg # TMA539513	January 10, 2001