

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM728581

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HISSHO INTERNATIONAL, LLC		05/18/2022	Limited Liability Company: DELAWARE
LWIN FAMILY CO, LLC		05/18/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OWL ROCK CAPITAL CORPORATION		
<b>Street Address:</b>	399 PARK AVENUE, 38TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4438558		
<b>Registration Number:</b>	4438557	HISSHO	
<b>Registration Number:</b>	6074050	HISSHO	
<b>Registration Number:</b>	6074048	HISSHO SUSHI	
<b>Registration Number:</b>	3425488	HISSHO SUSHI	
<b>Registration Number:</b>	4446171	HISSHO SUSHI	
<b>Registration Number:</b>	6074049	HISSHO SUSHI	
<b>Registration Number:</b>	3420301	HISSHO.COM	
<b>Registration Number:</b>	2617705	HISSHOSUSHI.COM	
<b>Registration Number:</b>	6614255	IT'S A GREAT DAY FOR SUSHI!	
<b>Registration Number:</b>	3880850	MADE FRESH DAILY. THAT'S HOW WE ROLL.	
<b>Registration Number:</b>	6214426		
<b>Registration Number:</b>	6615333	OUMI SUSHI	
<b>Registration Number:</b>	4976338	OUMI SUSHI	
<b>Registration Number:</b>	4976335	OUMI SUSHI	
<b>Registration Number:</b>	6615090	OUMI SUSHI	
<b>Registration Number:</b>	4886077	TIP US WITH COMPLIMENTS	

CH \$565.00 4438558

Property Type	Number	Word Mark
Registration Number:	3373156	ALL SUSHI IS NOT CREATED EQUAL
Registration Number:	3176783	SHIZEN ALL NATURAL SUSHI
Registration Number:	3176782	SHIZEN ALL NATURAL SUSHI
Registration Number:	2702509	SUSHI WITH GUSTO
Registration Number:	5054002	SUSHI WITH GUSTO ALL SUSHI IS NOT CREATE

**CORRESPONDENCE DATA**

Fax Number: 2129692900

*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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Emily C. Kimball

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	56013-103
NAME OF SUBMITTER:	Emily C. Kimball
SIGNATURE:	/Emily C. Kimball/
DATE SIGNED:	05/18/2022

**Total Attachments: 6**

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source=Hissho - Trademark Security Agreement#page6.tif

**GRANT OF**

**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of May 18, 2022 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of Owl Rock Capital Corporation (“*ORCC*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of May 18, 2022, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among HISSHO PARENT, LLC, a Delaware limited liability company (“*Borrower*”), HISSHO SUSHI MIDCO, LLC, a Delaware limited liability company (“*Holdings*”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and ORCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of May 18, 2022, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

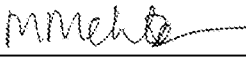
**HISSHO INTERNATIONAL, LLC,**  
a Delaware limited liability company,  
as a Grantor

By: Mathew Wilken  
Name: Mathew Wilken  
Title: Chief Financial Officer

**LWIN FAMILY CO, LLC,**  
a Delaware limited liability company,  
as a Grantor

By: Mathew Wilken  
Name: Mathew Wilken  
Title: Chief Financial Officer

**OWL ROCK CAPITAL CORPORATION,**  
as Collateral Agent  
By: **OWL ROCK CAPITAL ADVISORS LLC,** its  
Investment Advisor

By:   
Name: Meenal Mehta  
Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademarks and Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Issue Date</b>	<b>Owner</b>
	85/733,384	9/19/2012	4,438,558	11/26/2013	HISSHO INTERNATIONAL, LLC
	85/733,349	9/19/2012	4,438,557	11/26/2013	HISSHO INTERNATIONAL, LLC
HISSHO	88/677,562	11/1/2019	6,074,050	6/9/2020	HISSHO INTERNATIONAL, LLC
HISSHO SUSHI	88/677,520	11/1/2019	6,074,048	6/9/2020	HISSHO INTERNATIONAL, LLC
	77/141,761	3/27/2007	3,425,488	5/13/2008	HISSHO INTERNATIONAL, LLC
	85/733,297	9/19/2012	4,446,171	12/10/2013	HISSHO INTERNATIONAL, LLC
	88/677,536	11/1/2019	6,074,049	6/9/2020	HISSHO INTERNATIONAL, LLC
HISSHO.COM	78/821,773	2/23/2006	3,420,301	4/29/2008	HISSHO INTERNATIONAL, LLC
HISSHOSUSHI.COM	76/279,521	6/29/2001	2,617,705	9/10/2002	HISSHO INTERNATIONAL, LLC
IT'S A GREAT DAY FOR SUSHI!	90/548,999	2/26/2021	6,614,255	1/11/2022	HISSHO INTERNATIONAL, LLC
MADE FRESH DAILY. THAT'S	77/749,028	6/1/2009	3,880,850	11/23/2010	HISSHO

HOW WE ROLL					INTERNATIONAL, LLC
	88/677,597	11/1/2019	6,214,426	12/8/2020	HISSHO INTERNATIONAL, LLC
OUMI SUSHI	90/678,035	4/28/2021	6,615,333	1/11/2022	HISSHO INTERNATIONAL, LLC
oumi sushi	86/623,294	5/8/2015	4,976,338	6/14/2016	HISSHO INTERNATIONAL, LLC
<b>OUMI SUSHI</b>	86/622,796	5/7/2015	4,976,335	6/14/2016	HISSHO INTERNATIONAL, LLC
	90/562,406	3/5/2021	6,615,090	1/11/2022	HISSHO INTERNATIONAL, LLC
TIP US WITH COMPLIMENTS	86/700,811	7/22/2015	4,886,077	1/12/2016	HISSHO INTERNATIONAL, LLC
ALL SUSHI IS NOT CREATED EQUAL	78/974,536	9/14/2006	3,373,156	1/22/2008	LWIN FAMILY CO, LLC
<b>SHIZEN</b> all natural sushi	78/779,198	12/22/2005	3,176,783	11/28/2006	LWIN FAMILY CO, LLC
SHIZEN ALL NATURAL SUSHI	78/779,172	12/22/2005	3,176,782	11/28/2006	LWIN FAMILY CO, LLC
SUSHI WITH GUSTO	76/425,990	6/28/2002	2,702,509	4/1/2003	LWIN FAMILY CO, LLC
	86/917,022	2/23/2016	5,054,002	10/4/2016	LWIN FAMILY CO, LLC