

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loro Holdings, LLC		05/16/2022	Limited Liability Company: TEXAS
UCHI Restaurants Group Inc.		05/16/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Partnership: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88083102	HAI HOSPITALITY	
Serial Number:	87583930	LORO ASIAN SMOKEHOUSE	
Serial Number:	97378432	VINTAGETHROW	
Serial Number:	87476552	SAKE SOCIAL	
Serial Number:	88530245	UCHIKO	
Serial Number:	88530254	UCHIBA	
Serial Number:	78920142	UCHI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	morgan.roth@kslaw.com		
Correspondent Name:	King & Spalding LLP, ATTN: Morgan Roth		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	14868.515130		

OP \$190.00 88083102

NAME OF SUBMITTER:	Morgan Roth
SIGNATURE:	/Morgan Roth/
DATE SIGNED:	05/18/2022
Total Attachments: 5 source=Hai - Trademark Security Agreement (Execution Version)#page1.tif source=Hai - Trademark Security Agreement (Execution Version)#page2.tif source=Hai - Trademark Security Agreement (Execution Version)#page3.tif source=Hai - Trademark Security Agreement (Execution Version)#page4.tif source=Hai - Trademark Security Agreement (Execution Version)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2022, (this “**Agreement**”) by **UCHI RESTAURANTS, LLC**, a Texas limited liability company, **LORO HOLDINGS, LLC**, a Texas limited liability company, and **UCHI RESTAURANTS GROUP INC.**, a Texas corporation (each a “**Grantor**” and together the “**Grantors**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, 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 May 16, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Hai Hospitality Group, LLC (“**Company**”), Hai Hospitality, LLC (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent, Collateral Agent and Lead Arranger, 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 May 16, 2022 (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, or result in the voiding, of such intent-to-use trademark application (or any registration issuing therefrom) 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

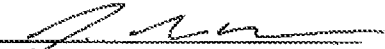
(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any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

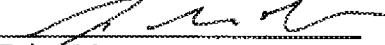
UCHI RESTAURANTS, LLC

By: 

Name: Brian Morrow

Title: Chief Financial Officer

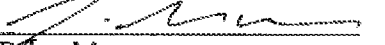
UCHI RESTAURANTS GROUP INC.

By: 

Name: Brian Morrow

Title: Chief Financial Officer

LORO HOLDINGS, LLC

By: 

Name: Brian Morrow

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By:



Name: Greg Watts
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007725 FRAME: 0792

Schedule I

Trademark	Applicant/ Record Owner	Jurisdiction	Serial/ Registration Number	Date of Registration/Filing
HAI HOSPITALITY	Uchi Restaurants, LLC	U.S.	88-083,102 5,789,662	Filed: 08/17/2018 Registered: 06/25/2019
LORO ASIAN SMOKEHOUSE	Loro Holdings, LLC	U.S.	87-583,930 5,552,238	Filed: 08/25/2017 Registered: 08/28/2018
OHEYA	Uchi Restaurants Group Inc.	U.S.	97379432	Filed: 4/25/2022
SAKE SOCIAL	Uchi Restaurants Group Inc.	U.S.	87-476,552 5,378,529	Filed: 06/06/2017 Registered: 01/16/2018
UCHIKO	Uchi Restaurants Group Inc.	U.S.	88-530,245 5,977,385	Filed: 07/23/2019 Registered: 02/04/2020
UCHIBA	Uchi Restaurants Group Inc.	U.S.	88-530,254 5,977,386	Filed: 07/23/2019 Registered: 02/04/2020
UCHI	Uchi Restaurants Group, Inc.	U.S.	78-920,142 3,722,422	Filed: 06/29/2006 Registered: 12/08/2009