

TRADEMARK RECORDATION COVER SHEET

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 Arlington, Virginia 22202-3513

05-22-2001



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5-15-01
 Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): MARUKIN CORPORATION (formerly MARUKIN SHOJI CO., LTD)</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>a Japanese corporation</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Sumitomo Mitsui Banking Corporation</u> Street Address: <u>777 South Figueroa Street,</u> <u>Suite 2600</u> City <u>Los Angeles</u> State <u>CA</u> Zip <u>90017</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>a Japanese banking corp.</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 11, 2001</u></p>	<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s): _____</p> <p>B. Trademark Registration No(s): Please see attached Exhibit A.</p>
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Terry Luu</u> Street Address: <u>Kelley Drye & Warren LLP</u> <u>777 South Figueroa Street, Suite 2700</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017-5825</u></p>	<p>6. Total number of applications and registrations involved: <u>3</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

<p>9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p>		
<p>Terry Luu Name of Person Signing</p>	<p>Signature</p>	<p>May 14, 2001 Date</p>

EXHIBIT A

MARUKIN CORPORATION UNITED STATES TRADEMARKS

	MARK	SERIAL NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
(1)	THE RIVIERA COUNTRY CLUB	1,280,194	5/29/84
(2)	THE RIVIERA COUNTRY CLUB	1,290,166	8/14/84
(3)	THE RIVIERA COUNTRY CLUB	1,672,365	1/21/92



AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY ASSIGNMENT) (LOAN A)

This Amended and Restated Collateral Assignment of Trademarks (Security Assignment) (Loan A) (this "Assignment") is made effective as of May 11, 2001 between MARUKIN CORPORATION (formerly known as, MARUKIN SHOJI CO., LTD), a Japanese corporation ("Pledgor"), and SUMITOMO MITSUI BANKING CORPORATION (formerly known as, THE SUMITOMO BANK, LIMITED), a Japanese banking corporation ("Pledgee").

W I T N E S S E T H:

WHEREAS, Pledgee and Pledgor previously entered into that certain Term Loan Agreement dated as of August 31, 1989 (as subsequently modified from time to time, the "Loan Agreement") pursuant to which Pledgee made two term loans to Pledgor in the principal amounts of (i) Thirty Five Million U.S. Dollars (\$35,000,000) and (ii) Two Billion Eight Hundred Fifty Million Japanese Yen (¥2,850,000,000), as subsequently modified from time to time, converted and consolidated (as modified, the "Original Loans");

WHEREAS, Pledgee and Pledgor previously entered into that certain Kinsen-Shouhitaishaku-keiyakushousho, dated as of April 30, 1998 (the "Kinsen"), pursuant to which the Original Loans, as from time to time modified, referenced in the Loan Agreement and the documents and instruments executed in connection with therewith were consolidated with another obligation of Pledgee to Pledgor and converted into a loan denominated in Japanese Yen, in the original principal amount of Twenty Billion Japanese Yen (¥20,000,000,000) (the "Twenty Billion Yen Loan");

WHEREAS, Pledgor and Pledgee previously entered into that certain Third Modification Agreement dated as of December 20, 2000 (the "Third Modification"), pursuant to which the Twenty Billion Yen Loan was modified and converted into two loans, one loan evidenced by a Tegata-kashitsuke (the "Secured Tegata") in the principal amount of Seven Billion Two Hundred Twenty Five Million Japanese Yen (¥7,225,000,000) (as converted, the "Secured Loan") and the other loan representing the balance of the Twenty Billion Yen Loan;

WHEREAS, in order to provide additional collateral for the Secured Loan, Pledgor and Pledgee previously entered into that certain Collateral Assignment of Trademarks (Security Assignment) dated as of December 20, 2000 (the "Collateral Assignment of Trademarks");

WHEREAS, the Pledgor has requested, and the Pledgee has agreed to, a conversion (the "Conversion") of the Secured Tegata into two loans, the first loan evidenced by a Shusei Tegata-kashitsuke A (the "Amended and Restated Secured Tegata A") of even date herewith in the principal amount of _____ Yen (¥6,492,225,000) (as converted, "Loan A") and the second loan evidenced by a Shusei Tegata-kashitsuke B (the "Amended and Restated Secured Tegata B") of even date herewith in the principal amount of _____ Yen (¥732,775,000) (as converted, "Loan B");

WHEREAS, as part of the Conversion, Pledgor and Pledgee have agreed to divide the Collateral Assignment of Trademarks into two (2) separate, amended and restated agreements securing Loan A and Loan B respectively (this Assignment, and the "Amended and Restated Collateral Assignment of Trademarks (Security Assignment) (Loan B)");

WHEREAS, as part of the Conversion, Pledgor and Pledgee have agreed that this Assignment shall grant first priority security interests and the Amended and Restated Collateral Assignment of Trademarks (Security Assignment) (Loan B) shall grant second priority security interests subordinate only to this Assignment;

WHEREAS, Pledgor owns all right, title, and interest in and to, among other things, all the trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames, set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, as part of the Conversion, Pledgee has requested Pledgor to execute this Assignment and this Assignment and the Amended and Restated Collateral Assignment of Trademarks (Security Assignment) (Loan B) shall collectively amend and restate and replace and supersede the Collateral Assignment of Trademarks in its entirety, however this Assignment and the Amended and Restated Collateral Assignment of Trademarks (Security Assignment) (Loan B) shall not constitute a novation of the Secured Loan.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of Pledgor's Obligations, Pledgor hereby grants to Pledgee a first priority security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

- (h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Pledgee relating to the Collateral, nor shall Pledgee be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement. "Obligations" for the purposes of this Assignment shall mean any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Pledgor to Pledgee and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under or in respect of any of the documents or instruments executed in connection with Loan A, including, without limitation, the Amended and Restated Secured Tegata A (collectively, the "Financing Agreements") or otherwise in connection therewith, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of this Assignment or after the commencement of any case with respect to Pledgor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case).

2. Representations and Warranties. Pledgor represents and warrants to Pledgee that: (a) Pledgor is the owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Pledgor has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Pledgor as licensor), except for Pledgee's interests granted hereunder; and (d) when this Assignment is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Assignment and by the Financing Agreements, this Assignment will create a legal and valid perfected and continuing lien on and first priority security interest in the Collateral in favor of Pledgee, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; provided, however, that Pledgor will not be required to maintain any Collateral which no longer has any economic value. Pledgor will maintain the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entering into this Assignment. Pledgee

shall have the right to enter upon Pledgor's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark has economic value, Pledgor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Assignment.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee. Pledgee in such event may collect directly any payments due to Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to Pledgor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Assignment may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Pledgor and Pledgee. Pledgor hereby authorizes Pledgee to modify this Assignment by amending Exhibit A hereto to include any Future Trademarks.

8. Waiver of Rights. No course of dealing between the parties to this Assignment or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee; and, provided further, that Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

10. Future Acts. Until the Obligations shall have been paid in full, Pledgor shall have the duty to make applications on material unregistered but registrable trademarks in any location where Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications and other actions shall be borne by Pledgor. Pledgor shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that the trademark covered by such application or registration has no economic value.

11. Enforcement. Upon Pledgor's failure to do so after Pledgee's demand, or upon an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee or its agents for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 11.

12. Release. At such time as Pledgor shall completely satisfy all of the Obligations, and the Financing Agreements have been terminated, other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgor's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

13. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Assignment shall be given in the manner prescribed by the Financing Agreements.


15. Governing Law. This Assignment shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of California, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Assignment shall be tried and litigated only in the State and federal courts located in the County of Los Angeles, State of California. PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS ASSIGNMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 15.

16. Supplement. This Assignment is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof.


17. Amendment and Restatement. This Assignment and the Amended and Restated Collateral Assignment of Trademarks (Security Assignment) (Loan B) collectively amend and restate and replace and supersede the Collateral Assignment of Trademarks in its entirety, however this Assignment and the Amended and Restated Collateral Assignment of Trademarks (Security Assignment) (Loan B) shall not constitute a novation of the Secured Loan.

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the date first above written.

MARUKIN CORPORATION,
a Japanese corporation
Pledgor

By: 
Name: Noboru Watanabe
Title: President

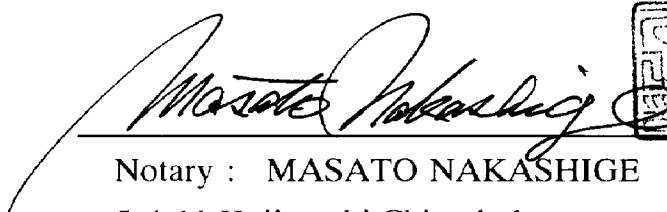
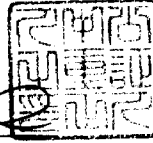
SUMITOMO MITSUI BANKING
CORPORATION,
a Japanese banking corporation
Pledgee

By: 
Name: Kazuo Koike
Title: General Manager – Kojimachi
Corporate Business Office

NOTARIAL CERTIFICATE

This is to certify that Mr.NOBORU WATANABE, President of
MARUKIN CORPORATION, and Mr.KAZUO KOIKE, General Manager-Kojimachi
Corporate Business Office of SUMITOMO MITSUI BANKING CORPORATION have
affixed their signatures in my very presence to the attached document.

Dated this 8th day of May, 2001.

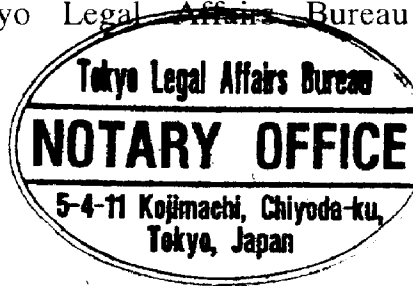
 

Notary : MASATO NAKASHIGE

5-4-11,Kojimachi,Chiyoda-ku,

Tokyo,Japan

Tokyo Legal Affairs Bureau



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: **JAPAN**

This public document

2. has been signed by **Toshiaki HOUKIN**

3. acting in the capacity of **Director of the Tokyo Legal Affairs Bureau**

4. bears the seal/stamp of

Certified

5. at **Tokyo**

6. **8th May, 2001.**

7. by the **Ministry of Foreign Affairs**

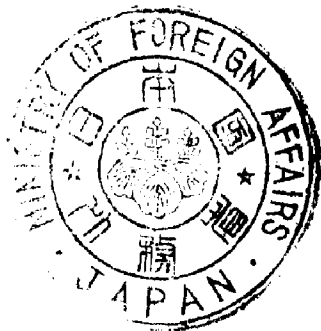
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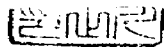
9. Seal/stamp:

10. Signature:

T. Mochizuki

Takeshi MOCHIZUKI
For the Minister for Foreign Affairs





平成 13 年 登 簿 第 1095 号

認 証

嘱 託 人 株式会社丸金コーポレーション 代表取締役社長 渡邊 昇 及び
株式会社三井住友銀行 麹町法人営業部長 小池和夫 は、それぞれ本公証人
の面前で添付証書に署名した。

よつて、これを認証する。

平成 13 年 5 月 8 日、本公証人役場において

東京都千代田区麹町5丁目4番11号
東京法務局所属

公 証 人

中重正人 

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、真実のものであることを証明する。

平成 13 年 5 月 8 日

東京法務局長

寶 金 敏 明

CERTIFICATE

This is to certify that the signature affixed above has been provided by Notary, duly authorized by the Tokyo Legal Affairs Bureau and that the Official Seal appearing on the same is genuine.

Date 8th May, 2001.

Toshiaki HOUKIN
Director of the Tokyo Legal Affairs Bureau

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On the ____th day of _____, 2000, before me personally came
_____ to me known, who being by me duly sworn, did depose and say that he
resides at _____

_____, _____ of MARUKIN
CORPORATION, the corporation described in and which executed the foregoing instrument;
and that he knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal; that it was so affixed by order of the board of directors of said corporation and
that he signed his name thereto by like order.

Notary Public

Notary Public