

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NUBECO, LLC		09/20/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	John D. Maatta
Street Address:	3300 West Olive, Third Floor
City:	Burbank
State/Country:	CALIFORNIA
Postal Code:	91505
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	77555091	SEÑOR PICO
Serial Number:	77782610	TASTE THE WORLD
Serial Number:	85039209	TRADER VIC'S
Registration Number:	3720611	HOME OF THE ORIGINAL MAI TAI
Registration Number:	0814630	KAFE-LA-TE
Registration Number:	1563912	
Registration Number:	2663339	MENEHUNE JUICE
Registration Number:	3754719	ORIGINAL MAI TAI
Registration Number:	3004512	
Registration Number:	3119018	TASTE THE WORLD
Registration Number:	2552786	TRADER VIC'S
Registration Number:	0384083	TRADER VIC'S
Registration Number:	0909678	TRADER VIC'S
Registration Number:	0629234	TRADER VIC'S

OP \$490.00 77555091

Registration Number:	0502788	TRADER VIC'S
Registration Number:	3474113	TRADER VIC'S
Registration Number:	0693619	TRADER VIC'S
Registration Number:	3004511	TRADER VIC'S
Registration Number:	3628346	TRADER VIC'S MAI TAI LOUNGE

CORRESPONDENCE DATA

Fax Number: (310)550-6222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-550-7222
Email: lmj@gfjlawfirm.com
Correspondent Name: Lawrence M. Jacobson
Address Line 1: 315 South Beverly Drive, Suite 415
Address Line 4: Beverly Hills, CALIFORNIA 90212

NAME OF SUBMITTER:	Lawrence M. Jacobson
Signature:	/Lawrence M. Jacobson/
Date:	10/12/2010

Total Attachments: 69

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of September 20, 2010 ("Agreement"), by and between NUBECO, LLC, a California limited liability company ("Debtor"), and JOHN D. MAATTA ("Secured Party").

WITNESSETH:

WHEREAS, Debtor is executing and delivering to Secured Party that certain Secured Promissory Note, in the original principal amount of \$100,000, dated as of September 20, 2010 (the "Note").

WHEREAS Debtor has agreed to provide Security Interest in the Collateral (as defined below) in order to secure Debtor's obligations pursuant to the terms of the Note.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions

Capitalized terms used herein but which are not otherwise defined shall have the meanings given to them in the Note. The following additional terms, as used herein, have the following respective meanings:

"Collateral" means all property and assets of Debtor, whether now owned or hereafter existing or acquired, including (without limitation) all accounts, chattel paper, commercial tort claims, contract rights, copyrights, deposit accounts, documents, equipment, fixtures, general intangibles, goods, instruments, inventory, letter of credit rights, money, patents, payment intangibles, receivables, rights to payment, securities and trademarks, all rights and proceeds under that License Agreement between Debtor and United States Distilled Products dated as of May 15, 2008, all trademarks owned in whole or in part by Debtor or in which Debtor has any interest, including but not limited to the trademarks identified on Exhibit A to this Agreement, all licenses of any such trademarks and all proceeds from any such trademarks and/or any licenses, as well as all proceeds from any of the Debtor's property or assets. However, notwithstanding the foregoing, the Collateral shall not include (a) any property defined as "Intellectual Property" in the agreement dated as of April 1, 2001, by and among Trust A created under the Will of Victor J. Bergeron dated July 9, 1981 ____, and codicils thereto dated December 29, 1981 and May 22, 1984, Trader Vic's and Trader Vic's Management Corporation, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, or (b) any property in which Debtor is prohibited from granting any additional security interest pursuant to the Consent to Security Agreement dated March 11, 2008 between Debtor and General Electric Credit Corporation, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

"Lien" means any mortgage, deed of trust, pledge, assignment, hypothecation, security interest, deposit arrangement, encumbrance, lien, preference, priority or other security agreement or arrangement.

"Secured Obligations" means the Note and all other obligations of Debtor to Secured Party, whether currently existing or hereafter, incurred pursuant to the Note, including without limitation (a) all principal of and interest under the Note; (b) all other amounts payable by Debtor under the Note; (c) all other amounts payable by Debtor hereunder; and (d) any renewals or extensions of any of the foregoing.

"Security Interest" means the security interest granted pursuant to Section 2 of this Agreement, as well as all other Security Interest created or assigned as additional security for the Secured Obligations pursuant to the provisions of this Agreement.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of California; provided, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or nonperfection of the Security Interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or nonperfection.

2. The Security Interest

(a) In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms thereof, and to secure the performance of all of the obligations of Debtor hereunder, and under the Note, Debtor hereby grants to Secured Party a continuing security interest in and to all right, title, and interest of Debtor in the Collateral, as well as any rents, profits or proceeds thereof, substitutes therefor, additions thereto, replacements thereof and any and all proceeds from the sale or disposition thereof.

(b) The Security Interest is granted as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation or liability of Debtor with respect to any of the Collateral or any transaction in connection therewith.

3. Further Assurances. Debtor covenants as follows:

(a) Debtor will, from time to time, at its expense, execute, deliver, file, and record any statement, assignment, instrument, document, agreement, or other paper and take any other action (including, without limitation, any filings of financing or continuation statements under the UCC) that Secured Party may from time to time reasonably determine to be necessary or desirable in order to create, preserve, perfect, confirm, or validate the Security Interest or to enable Secured Party to exercise and enforce any of its rights, powers, and remedies hereunder with respect to any of the Collateral.

(b) To the extent permitted by law, Debtor hereby authorizes Secured Party to execute and file financing statements or continuation statements without Debtor's signature appearing thereon and appoints Secured Party as Debtor's attorney-in-fact to take all actions reasonably necessary to create, preserve, perfect, confirm or validate the Security Interest. Debtor agrees that a photographic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement.

(c) Debtor represents and warrants that none of the Collateral is subject to any lien or security interest senior to the Security Interest granted by this Agreement (“Senior Liens”). Debtor shall not authorize or allow any Senior Liens on any of the Collateral, other than purchase money liens related to purchases, leases of equipment in the ordinary course of business and mechanic’s, warehouseman’s and similar statutory liens that may arise in the ordinary course of business.

4. Remedies Upon Uncured Default.

(a) If any Event of Default (as defined in the Note) has occurred, Secured Party may exercise all rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, Secured Party may, upon ten days prior written notice to the Debtor of the time and place of such sale, and such other notice as may be required by applicable law, sell the Collateral or any part thereof at public or private sale, for cash, upon credit, or for future delivery, and at such price or prices as Secured Party may deem satisfactory. Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type that is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold it, absolutely, free from any right or claim of any kind whatsoever.

(b) In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. Secured Party, in addition to or instead of exercising the power of sale herein conferred upon him, may proceed by a suit or suits at law or in equity to enforce the Note or this Security Agreement and/or to foreclose the Security Interest and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

5. Application of Proceeds. Upon the occurrence of a Default, the proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied by Secured Party in the following order of priorities:

(a) first, to payment of the expenses of such sale or other realization, including reasonable compensation to Secured Party and its agents and counsel in connection therewith, and all expenses, liabilities, and advances incurred or made by Secured Party in connection therewith, and any other unreimbursed expenses for which Secured Party is to be reimbursed;

(b) second, to the payment of accrued but unpaid interest on the Secured Obligations;

(c) third, to the payment of unpaid principal of the Secured Obligations; and

(d) finally, to payment to Debtor or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

6. Termination of Security Interest.

Upon the repayment in full of all Secured Obligations, the Security Interest shall terminate and all rights to the Collateral shall revert to Debtor, and this Agreement shall automatically terminate and no longer be of any force and effect. Secured Party agrees to execute and deliver to Debtor, and authorizes Debtor to file or record, such termination or release statements, and other instruments, documents or records as Debtor may reasonably request in order to evidence the above release and termination.

7. Miscellaneous.

(a) *Notices.* All notices, requests and demands required under this Agreement shall be in writing and sent by first class mail, overnight delivery, fax or email, to the following addresses:

To Debtor:

NUBECO, LLC
Attention: Peter Seely
5650 Imhoff Drive, Suite 1
Concord, California 94520
Fax: 925-691-9956
Email: pseely@nubeco.com_____

To Secured Party:

John D. Maatta
c/o The CW Network LLC
3300 West Olive Avenue
Burbank, California 91505.
Fax: 818-977-6115
Email: John.Maatta@cwtn.com

(b) *Attorney's Fees.* If action is instituted to enforce this Agreement or any of its terms (including but not limited to any action to foreclose on any of the Collateral), Debtor shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, incurred in connection with such action. In addition, the successful or prevailing party in any proceeding to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding. Such costs, expenses and fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment.

(c) *Waivers; Non-Exclusive Remedies.* No failure on the part of Secured Party to exercise, and no delay in exercising and no course of dealing with respect to, any right under the Note or this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by Secured Party of any right under the Note or this Agreement preclude any other or

further exercise thereof or the exercise of any other right. The rights in this Agreement and the Note are cumulative and are not exclusive of any other remedies provided by law.

(d) *Successors and Assigns.* This Agreement is for the benefit of Secured Party and its successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Agreement shall be binding on Debtor and its successors and assigns.

(e) *Changes in Writing.* Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only in a writing signed by Debtor and Secured Party.

(f) *Governing Law.* This Agreement, including the performance and enforceability hereof, shall be governed by and construed in accordance with the laws of the State of California, applicable to agreements to be fully performed within California, without regard to the principles of conflicts of law which might otherwise require the application of the law of another jurisdiction.

(g) *Severability.* If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

(h) *Counterparts.* This Agreement may be executed in any number of counterparts and delivered by PDF, facsimile or other electronic means, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

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

"DEBTOR":

"SECURED PARTY":

NUBECO, LLC, a California limited liability company

By: _____

Print Name: _____

Title: _____

JOHN D. MAATTA


EXHIBIT A

EXHIBIT A

File No.	Trademark Image	Country	Appl No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.006WDZ	TRADER VICS	Algeria	081929 29-Jun-08		43 Int. Restaurant, bar, catering and banquet services.		Pending
NUBC.043IAG	SEÑOR PICO	Antigua and Barbuda	992767 05-Feb-09		43 Int. Restaurant services		Pending Extension of International Reg. 992787.
NUBC.032IAG	TRADER VICS	Antigua and Barbuda	1005125 12-Jun-09		32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes. 33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Pending Extension of International Reg. 1005125.
NUBC.006IAG	TRADER VICS	Antigua and Barbuda	871871 10-Oct-08		43 Int. Restaurant, catering and banquet services.		Pending Extension of International Reg. 871871.
NUBC.034IAG	TRADER VICS & Shield & Or Design	Antigua and Barbuda	0969690 12-Jun-09		43 Int. Restaurant, bar, catering and banquet services.		Pending Extension of International Reg. 969690.










File No.	Trademark Image	Country	Appl No.	Reg No	Class Goods/Services	Due Date	Status	Comment
NUBC.0101AG	TRADER VIC'S MAI TAI LOUNGE	Antigua and Barbuda	959171 09-Apr-09		43 Int. Restaurant and bar services		Pending	Extension of International Reg. 959171.
NUBC.0431AU	SEÑOR PICO	Australia	992767 05-Feb-09	992767 05-Feb-09	43 Int. Restaurant services		Registered	"Mai Tai Lounge" disclaimed.
NUBC.0131AU	SEÑOR PICO TRADER VIC'S	Australia	879647 28-May-08	879647 28-May-08	25 Int. Clothing, namely hats, shirts, T-shirts, sweatshirts, and aprons. 30 Int. Dressings, sauces, marinades, syrups and spices. 32 Int. Non-alcoholic beverages and drink mixes. 33 Int. Rums.		Registered	Extension of International Reg. 992787. Granted in Australia under No. 1287877.
NUBC.0321AU	TRADER VIC'S	Australia	1005125 12-Jun-09	1005125 12-Jun-09	33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Registered	Extension of International Reg. 879647. Accepted in Australia under No. 1109334 for Cls. 25 & 30; No. 1093330 for Cl. 43; and No. 1261700 for Cls. 32 & 33.
NUBC.0061AU	TRADER VIC'S	Australia	871871 19-Oct-05	871871 19-Oct-05	43 Int. Restaurant, catering and banquet services.		Registered	Extension of International Reg. 1005125. Protection granted in Australia under No. 1309869.

File No.	Trademark Image	Country	AppIn No. AppI Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.034TAU	TRADER VIC'S & Shield & Car Design 	Australia	969690 09-Jun-08	969690 09-Jun-08	43 Int. Restaurant, bar, catering and banquet services		Registered Extension of International Reg. 969690. Granted in Australia under No. 1324553.
NUBC.006IAZ	TRADER VIC'S	Azerbaijan	871871 09-Feb-09		42 Int. Restaurant, catering and banquet services.		Pending Extension of International Reg. 871871.
NUBC.032WBS	TRADER VIC'S	Bahamas			33 Int. Rum, wines, spirits, liqueurs, and alcoholic beverages except beers		Unfiled Application will only be filed if late renewal of Reg. 4733 of 4/18/1966 (NUBC.014WBS) is not accepted.
NUBC.014WBS	TRADER VIC'S	Bahamas	4733 18-Apr-66	4733 20-Apr-66	43 Int. Fermented liquors and spirits.	R 04/18/2022	Renewed Application for late renewal filed. Awaiting confirmation of acceptance.
NUBC.043IBH	SEÑOR PICO SEÑOR PICO	Bahrain	992767 05-Feb-09		43 Int. Restaurant services		Pending Extension of International Reg. 992787.


File No.	Trademark Image	Country	Appl No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.0131BH	TRADER VIC'S	Bahrain	879647 17-Jan-08	879647 28-Nov-05	30 Int. Dressings, sauces, marinades, syrups and spices. 32 Int. Non-alcoholic beverages and drink mixes. 33 Int. Rums.		Registered Extension of International Reg. 879647.
NUBC.0321BH	TRADER VIC'S	Bahrain	1005125 12-Jun-09		33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Pending Extension of International Reg. 1005125.
NUBC.0061BH	TRADER VIC'S	Bahrain	871871 17-Jan-08	871871 17-Jan-08	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.
NUBC.0341BH	TRADER VIC'S & Shield & Car Design	Bahrain	0969690 09-Jul-09		43 Int. Restaurant, bar, catering and banquet services		Pending Extension of International Reg. 96960.
NUBC.042WBH	TRADER VIC'S MAI TAI BAR HOME OF THE ORIGINAL MAI TAI	Bahrain	46738 06-Feb-06	46738 06-Feb-06	43 Int. Bar services; restaurant services.	R 02/06/2016	Registered



File No.	Trademark Image	Country	Appl No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.043WBB	SEÑOR PICO	Barbados	81/25544 11-Feb-09		43 Int. Restaurant services		Pending
	SEÑOR PICO						
NUBC.069WBB	SHIELD & OAR DESIGN	Barbados	29-Jan-10		43 Int. Restaurant, bar, catering and banquet services.		Pending
							
NUBC.032WBB	TRADER VICS	Barbados	06-Jan-10		33 Int. Rum, wines, spirits, liqueurs, and alcoholic beverages except beers.		Pending
							
NUBC.006WBB	TRADER VICS	Barbados	22-Oct-08		43 Int. Restaurant, bar, catering, and banquet services.		Pending
							
NUBC.010WBB	TRADER VICS MAI TAI LOUNGE	Barbados	81/25785 27-Apr-09		43 Int. Restaurant and bar services.		Pending
							

File No.	Trademark Image	Country	Appl No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.043WBR	SEÑOR PICO	Brazil	901467456 19-Feb-09		43 Int. Restaurant Services		Published
	SEÑOR PICO						
NUBC.032WBR	TRADER VIC'S	Brazil	902211404 18-Dec-09		33 Int. Rum, wines, spirits, liqueurs, and alcoholic beverages except beers.		Published
NUBC.012WBR	TRADER VIC'S	Brazil	830174222 29-Jan-09		43 Int. Restaurant, bar, catering and banquet services		Published
NUBC.034WBR	TRADER VIC'S & Shield & Car Design	Brazil	830223800 07-Apr-09		43 Int. Restaurant, bar, catering and banquet services.		Published
							
NUBC.010WBR	TRADER VIC'S MAI TAI LOUNGE	Brazil	830223819 07-Apr-09		43 Int. Restaurant, bar, catering and banquet services.		Published


File No.	Trademark Image	Country	Appln No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.006WCA	TRADER VICS	Canada	257040 20-May-60	TMA126757 01-Jun-62	N/A Saled dressings, syrups, seasonings and batters for mixing with rum; alcoholic and non-alcoholic beverages; prepared and restaurant meals and lunches; restaurant, catering and banquet services	R 06/01/2022	Renewed
NUBC.010WCL	TRADER VICS	Chile	236389 02-Apr-93	735993 09-Nov-95	42 Int. Restaurant services.	R 10/13/2015	Renewed
NUBC.043ICN	SEÑOR PICO	China (People's Republic)	992767 05-Feb-09		43 Int. Restaurant services		Pending Extension of International Reg. 992787.
NUBC.013ICN	TRADER VICS	China (People's Republic)	879647 21-Apr-09	879647 21-Apr-09	25 Int. Hats, shirts, T-shirts, sweatshirts and aprons. 30 Int. Dressings, sauces, marinades, syrups, and spices. 33 Int. Rums.		Registered Extension of International Reg. 879647. Granted in China for Classes 25 and 30; grant for Class 33 is pending.
NUBC.032ICN	TRADER VICS	China (People's Republic)	1005125 12-Jun-09		32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes. 33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Pending Extension of International Reg. 1005125.


File No.	Trademark Image	Country	Appln No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.0061CN	TRADER VIC'S	China (People's Republic)	871871 19-Oct-05	871871 19-Oct-05	43 Int. Restaurant, catering and banquet services.		Registered Extension of International 871871. Protection granted.
NUBC.0061HR	TRADER VIC'S	Croatia	871871 25-Apr-08	871871 25-Apr-08	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.
NUBC.043WDO	SEÑOR PICO	Dominican Republic	2009-4809 05-Mar-09	174648 16-Jun-09	43 Int. Restaurant services	R 06/16/2019	Registered
NUBC.069WDO	SHIELD & OAR DESIGN 	Dominican Republic	2010-355 08-Jan-10		43 Int. Restaurant, bar, catering and banquet services.		Published
NUBC.032WDO	TRADER VIC'S	Dominican Republic	2009-28991 21-Dec-09		33 Int. Rum, wines, spirits, liqueurs, and alcoholic beverages except beers		Published


File No.	Trademark Image	Country	Appl No.	Appl Date	Reg No	Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.006WDO	TRADER VIC'S	Dominican Republic	2008-36784	16-Oct-08	171536	30-Dec-08	43 Int. Services for providing food and drink; temporary accommodation.	R 12/30/2018	Registered
NUBC.010WDO	TRADER VIC'S MAI TAI LOUNGE	Dominican Republic	2009-8296	17-Apr-09	174861	30-Jun-09	43 Int. Restaurant bar, catering and banquet services.	R 06/30/2019	Registered
NUBC.036WEG	INAKAYA	Egypt	97360	13-Sep-95	97360	13-Sep-95	42 Int. Restaurant services.	R 09/13/2015	Renewed
NUBC.044WEG	SENROR PICO	Egypt	149194	19-Feb-02	149194	17-Apr-07	43 Int. Restaurant services.	R 02/18/2012	Registered
NUBC.005WEG	TRADER VIC'S	Egypt	117242	22-Aug-98	117242	28-Aug-05	29 Int. Meats; fish, poultry and game, meat extracts, preserved, dried and cooked fruits and vegetables, jellies, edible, preserved food and pickles all included in class 29 (in class 29; all kinds of jams; dairy products).	R 08/21/2018	Renewed

Mark registered as SENROR PICO (without the tide).


File No.	Trademark Image	Country	Appl No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.001WEG	TRADER VIC'S	Egypt	117243 22-Aug-98	117243 27-Mar-06	30 Int. Coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes, flour and preparations made from cereals, bread, biscuits, cakes, pastry and confectionery, ices, honey, treacle, yeast, baking powder, salt, mustard, pepper, vinegar, sauces, spices, ice.	R 08/21/2018	Renewed
NUBC.032IEG	TRADER VIC'S	Egypt	1005125 03-Nov-09		32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes		Pending
NUBC.010WEG	TRADER VIC'S	Egypt	102989 23-Sep-96	102989 23-Sep-96	33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes. 42 Int. Restaurant, bar, catering and banquet services.	R 09/22/2016	Renewed
NUBC.006WEG	TRADER VIC'S	Egypt	215108 08-Apr-08		43 Int. Restaurant, catering, banquet and bar services.		Pending
NUBC.043IEU	SEÑOR PICO	European Community	992767 05-Feb-09	992767 05-Feb-09	43 Int. Restaurant services		Registered
	SEÑOR PICO						Extension of International Reg. 992787. Protection granted.

File No.	Trademark Image	Country	Appl No.	Reg No.	Class Goods/Services	Due Date	Status Comment
NUBC.020WEU	TRADER VIC'S	European Community	2200764 02-May-01	2200764 29-May-02	25 Int. Clothing 32 Int. Beer, ale and porter; aerated waters and other non-alcoholic drinks; syrups and other preparations for making beverages. 33 Int. Rum, wines, spirits and liqueurs.	R 05/02/2011	Registered Seniority of UK Reg. 793813 and Hungarian Reg. 188657 (in Cl. 33) recorded.
NUBC.018WEU	TRADER VIC'S	European Community	181107 01-Apr-96	181107 16-Jul-98	29 Int. Meats, fish, poultry and game, meat extracts, preserved, dried and cooked fruits and vegetables, jellies, jams, dairy products, edible oils and fats, preserves, and pickles; fruit sauces; eggs, milk and milk products. 30 Int. Salad dressings, syrups, sauces, soya sauces, spices, sugars, herbs, vinegars, mustards, Mai Tai flavorings, and hot buttered rum batter, coffee, tea, cocoa sugar, rice, coffee substitutes, preparations made from cereals, bread, biscuits, cake, pastry and confectionery, ices, honey, salt and pepper. 42 Int. Restaurant, bar, catering and banquet services.	R 04/01/2016	Renewed The following seniorities were recorded on 11/23/2000 Recordal File T000323041: Germany; Regs. 1001880 and 826725; Denmark Reg. VR00977/1967; United Kingdom Regs. A1309515, 793811, 793812; Spanish Reg. 181107.
NUBC.034IEU	TRADER VIC'S & Shield & Car Design 	European Community	969690 09-Jun-08	969690 09-Jun-08	43 Int. Restaurant, bar, catering and banquet services.		Registered Extension of International Reg. 969690.
NUBC.010IEU	TRADER VIC'S MAI TAI LOUNGE	European Community	959171 07-Apr-08	959171 07-Apr-08	43 Int. Restaurant and bar services.		Registered Extension of International Reg. 959171. "Mai Tai Lounge" disclaimed. Protection granted.
NUBC.010WDE	TRADER VIC'S	Germany	862929/42WZ 04-Apr-79	1001880 13-May-80	42 Int. Restaurant, banqueting and catering services.	R 04/04/2019	Renewed Temporarily assigned to Hotel Bayerische Hof.


File No.	Trademark Image	Country	App In No. App I Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.006TDE	TRADER VIC'S	Germany	871871 19-Oct-05	871871 19-Oct-05	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.
NUBC.034WDE	TRADER VIC'S & Shield & Car Design 	Germany	30 2008 040 855 24-Jun-08	30 2008 040 85 25-Sep-08	43 Int. Services to the food supply and hospitality of guests; Restaurant and bar services; Planning and execution of celebrations, meetings; Catering	R 06/30/2018	Registered Temporarily assigned to hotel Bayerische Hof.
NUBC.043WGD	SEÑOR PICO	Grenada			43 Int. Restaurant services.		Published Cautionary Notice Publication pending. Republication suggested every 3 years.
NUBC.006WGD	TRADER VIC'S	Grenada		175/2008 04-Dec-08	43 Int. Restaurant, catering and banquet services	R 10/19/2015	Registered Based on UK portion of International Reg. 871871 of 10/19/2005.
NUBC.002WHK	TRADER VIC'S	Hong Kong	19591169 14-Nov-59	19591169 11-Jul-59	33 Int. Wines, spirits and liquours.	R 07/11/2018	Renewed

File No.	Trademark Image	Country	Appl No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.010WHK	TRADER VIC'S	Hong Kong	9510573 22-Aug-95	199609539 22-Aug-95	42 Int. Restaurant services.	R 08/22/2016	Renewed
NUBC.043WIN	SEÑOR PICO	India	1944858 01-Apr-10		42 Int. Restaurant, bar, catering and banquet services.		Pending
NUBC.069WIN	SHIELD & OAR DESIGN	India	01929829 03-Mar-10		42 Int. Restaurant, bar, catering and banquet services.		Pending
NUBC.050WIN		India	1240606 30-Sep-03	1240606 13-Jun-06	25 Int. Clothing. 42 Int. Restaurant, bar, catering and banquet services.	R 09/30/2013	Registered
NUBC.016WIN	TRADER VIC'S	India	705418 30-Apr-96	705418 14-Aug-03	29 Int. Barbecue glazes; ketchup, plum sauce, chutney, meats, fish, poultry and game; meat extracts, preserved, dried and cooked fruits and vegetables; jellies, jams, eggs, milk, and other dairy products; edible oils and fats, preserves, and pickles, and all other goods in International Class 29. 30 Int. Gravy sauces and salad dressings.	R 04/30/2013	Renewed


File No.	Trademark Image	Country	Apph No.	Reg No	Class Goods/ Services	Due Date	Status	Comment
NUBC.001WIN	TRADER VIC'S	India	705419 30-Apr-96	705419 14-Aug-03	30 Int. Soy sauce, teriyaki sauce, praline dessert sauces; sate spices; mustards; coffee, tea, cocoa, sugar, rice, tapioca, sago, coffee substitutes; flour, and preparations made from cereals; bread, biscuits, cakes, pastry and confectionery, ices; honey, treacle; yeast; baking powder; salt, pepper, vinegar, sauces; spices; ice and all other goods in International Class 30.	R 04/30/2013	Renewed	
NUBC.023WIN	TRADER VIC'S	India	705420 30-Apr-96	705420 14-Aug-03	32 Int. Syrups, including coconut, orange, grenadine, rock candy, passion fruit, maraschino, and white crème de menthe; and bar mixes, including mai tai, scorpion, margarita, Hawaiian daiquiri, strawberry margarita, spicy bloody mary, pina colada, navy grog, whiskey sour, sweet and sour, hot buttered rum, Tom & Jerry, and other preparations for making beverages in International Class 32.	R 04/30/2013	Renewed	
NUBC.002WIN	TRADER VIC'S	India	705421 30-Apr-96	705421 02-Jun-04	33 Int. Wines, spirits and liqueurs in International Class 33.	R 04/30/2016	Renewed	
NUBC.043WWO	SEÑOR PICO	Int'l Registration - Madrid Agreement / Protocol	992767 05-Feb-09	992767 05-Feb-09	43 Int. Restaurant services	R 02/05/2019	Registered	Based on U.S. appln. 77/555091 of 8/25/08. Designated countries: Antigua & Barbuda, Australia, Bahrain, China, European Community, Japan, Monaco, Oman, Russia, Singapore.
NUBC.013WWO	TRADER VIC'S	Int'l Registration - Madrid Agreement / Protocol	879647 28-Nov-05	879647 28-Nov-05	25 Int. Clothing, namely hats, shirts, T-shirts, sweatshirts, and aprons. 30 Int. Dressings, sauces, marinades, syrups and spices. 32 Int. Non-alcoholic beverages and drink mixes. 33 Int. Rums.	R 11/28/2015	Registered	Based on U.S. Reg. 2552786. Designated Countries: Australia, Bahrain, China, Netherlands Antilles, Oman, Russian Federation, Singapore and Switzerland.

File No.	Trademark Image	Country	App In No.	Reg No	Class Goods/Services	Due Date	Status	Comment
NUBC.032WWO	TRADER VIC'S	Int'l Registration - Madrid Agreement / Protocol	1005125 12-Jun-09	1005125 12-Jun-09	32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes. 33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.	R 06/12/2019	Registered	Based on U.S. Reg. 3474113. Designated Countries: Barbuda; Australia; Bahrain; China; Egypt; Japan; Morocco; Oman; Russian Federation (Class 33 only); Ukraine; Vietnam.
NUBC.006WWO	TRADER VIC'S	Int'l Registration - Madrid Agreement / Protocol	871871 19-Oct-05	871871 19-Oct-05	43 Int. Restaurant, catering and banquet services.	R 10/19/2015	Registered	Based on U.S. appl. 72/072784 of 5/4/1959. Designated countries: Antigua & Barbuda, Australia, Azerbaijan, Bahrain, China, Croatia, Germany, Japan, Korea (South), Morocco, Monaco, Montenegro, Oman, Serbia, Russian Federation, Singapore, Switzerland, Ukraine, United Kingdom.
NUBC.034WWO	TRADER VIC'S & Shield & Oar Design 	Int'l Registration - Madrid Agreement / Protocol	969690 09-Jun-08	969690 09-Jun-08	21 Int. Drinking glasses. 25 Int. T-shirts. 43 Int. Restaurant, bar, catering and banquet services.	R 06/09/2018	Registered	Based on U.S. Reg. 3994511. Designated countries: Antigua and Barbuda, Australia, Bahrain, European Community, Japan, Monaco, Oman, Russian Federation, Singapore, Ukraine.
NUBC.010WWO	TRADER VIC'S MAI TAI LOUNGE	Int'l Registration - Madrid Agreement / Protocol	999171 07-Apr-08	999171 07-Apr-08	43 Int. Restaurant and bar services	R 04/07/2018	Registered	Based on U.S. Reg. 3628346. Designated countries: Antigua & Barbuda; European Community; Russian Federation; Spain. "Mai Tai Lounge" disclaimed.

File No.	Trademark Image	Country	App In No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.002WJM	TRADER VIC'S	Jamaica	33/1036 26-May-98	34139 26-May-98	33 Int. Rum and other alcoholic beverages.	R 05/26/2015	Renewed
NUBC.043DJP	SEÑOR PICO	Japan	992767 05-Feb-09	992767 05-Feb-09	43 Int. Restaurant services		Registered
	SEÑOR PICO						Extension of International Reg. 992787.
NUBC.016WJP	TRADER VIC'S	Japan	1384/88 12-Jan-88	2449447 31-Aug-92	29 Int. Milk products. 30 Int. Soy sauces, vinegar, salad dressings, sauces for barbeque meat and spices.	R 08/31/2012	Renewed
NUBC.026WJP	TRADER VIC'S	Japan	1385/88 12-Jan-88	2525214 28-Apr-93	29 Int. Processed vegetables; processed fruit mixes for curry/stew/soup. 32 Int. Vegetable juices.	R 04/28/2013	Registered
NUBC.025WJP	TRADER VIC'S	Japan	1383/88 12-Jan-88	2567867 31-Aug-93	30 Int. Tea, coffee, cocoa, and ice. 32 Int. Soft drinks and fruit juices.	R 08/31/2013	Renewed


File No.	Trademark		Country	App'n No.		Reg No		Class Goods/Services	Due Date	Status	
	Image	Text		Appl Date	Reg Date	Reg Date	Comment				
NUBC-002WJP	TRADER VIC'S		Japan	1382/88 12-Jan-88	2250138 30-Jul-90	33 Int.	Alcoholic liquors (except medical wines).	R 07/30/2010	Renewed		Allow to expire in view of International Reg. 1005125.
NUBC-032JJP	TRADER VIC'S		Japan	1005125 12-Jun-09		33 Int.	Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Pending		Extension of International Reg. 1005125.
NUBC-006JJP	TRADER VIC'S		Japan	871871 19-Oct-05	871871 19-Oct-05	43 Int.	Restaurant, catering and banquet services.		Registered		Extension of International Reg. 871871.
NUBC-034JJP	TRADER VIC'S & Shield & Oar Design		Japan	0969690 09-Jun-08	0969690 09-Jun-08	43 Int.	Restaurant, bar, catering and banquet services		Registered		Protection granted.
NUBC-038WJP	TRADER VIC'S (in Katakana)		Japan	1390/88 12-Jan-88	2472860 30-Oct-92	29 Int.	Meat products; processed marine products; processed vegetables; processed fruits; processed eggs; and mixes for curry, stew, and soup in International Class 29.	R 10/30/2012	Renewed		Extension of International Reg. 0969690
											Protection granted.

File No.	Trademark Image	Country	App In No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.041WJP	TRADER VICS (in Katakana) トラーダ- ヴィックス	Japan	1389/88 12-Jan-88	2499623 29-Jan-93	30 Int. Soy sauce; vinegar; salad dressing; sauce for barbecued meat, spices.	R 01/29/2013	Renewed
NUBC.039WJP	TRADER VICS (in Katakana) トラーダ- ヴィックス	Japan	1387/88 12-Jan-88	2300177 31-Jan-91	33 Int. Japanese liquors, western liquors, alcoholic beverages of fruit, Chinese liquors, spices or flavored liquors.	R 01/31/2011	Renewed Renewal can be filed after August 1, 2010.
NUBC.035WJP	TRADER VICS (in Katakana) トラーダ- ヴィックス	Japan	63484/98 28-Jul-98	4316695 17-Sep-99	42 Int. Serving food and drink.	R 09/17/2019	Renewed
NUBC.040WJP	TRADER VICS IN KATAKANA トラーダ- ヴィックス	Japan	1388/88 12-Jan-88	2643677 28-Apr-94	30 Int. Tea; coffee; cocoa; ice. 32 Int. Soft drinks; fruit juices.	R 04/28/2014	Renewed
NUBC.045WJO	SEÑOR PICO トラーダ- ヴィックス	Jordan	101609 03-Jun-08	101609 03-Jun-08	42 Int. Restaurant services.	R 06/03/2018	Registered Mark filed as a word mark, SENOR PICO, without the tilde.


File No.	Trademark Image	Country	Appl. No.	Reg No.	Class Goods/Services	Due Date	Status	Comment
NUBC.069WJO	SHIELD & OAR DESIGN 	Jordan	81331 21-Aug-05	81331 21-Aug-05	43 Int. Restaurant, bar, catering and banquet services.	26-May-10	Pending	Filing number is only issued after acceptance of application.
NUBC.005WJO	TRADER VIC'S	Jordan	81332 21-Aug-05	81332 21-Aug-05	29 Int. Meats, fish, poultry and game, meat extracts, preserved, dried and cooked fruits and vegetables, jellies, jams, dairy products, edible oils and fats, preserves, and pickles; fruit sauces; eggs, milk and milk products.	R 08/21/2015	Registered	
NUBC.001WJO	TRADER VIC'S	Jordan	81332 21-Aug-05	81332 21-Aug-05	30 Int. Salad dressings, syrups, sauces, soya sauces, spices, sugars, herbs, vinegars, mustards, Mai Tai flavorings, and hot buttered rum batter, coffee, tea, cocoa, sugar, rice, coffee substitutes, preparations made from cereals, bread, biscuits, cake, pastry and confectionery, ices, honey, salt and pepper.	R 08/21/2015	Registered	
NUBC.002WJO	TRADER VIC'S	Jordan	81333 21-Aug-05	81333 21-Aug-05	33 Int. Rums, wines, spirits and liqueurs.	R 08/21/2015	Registered	
NUBC.051WJO	TRADER VIC'S	Jordan	81334 21-Aug-05	81334 21-Aug-05	42 Int. Restaurant, bar, catering and banquet services.	R 08/21/2015	Registered	

File No.	Trademark Image	Country	Appl No.	Appl Date	Reg No	Reg Date	Class Goods/Services	Due Date	Status	Comment
NUBC_006WKZ	TRADER VICS	Kazakhstan	43315	30-May-08	30681	15-Dec-09	43 Int. Bar and restaurant services.	R 05/30/2018	Registered	
NUBC_006IKR	TRADER VICS	Korea, Republic of	871871	19-Oct-05	871871	19-Oct-05	43 Int. Restaurant, catering and banquet services.		Registered	Extension of International Reg. 871871L. Protection granted.
NUBC_051WKW	TRADER VICS	Kuwait	97610	31-Aug-08			42 Int. Restaurant, catering and banquet services.		Published	
NUBC_036WLB	INAKAYA	Lebanon	806/402801	07-Oct-95	67090	07-Oct-95	42 Int. Restaurant services.	R 10/07/2010	Registered	
NUBC_045WLB	SEÑOR PICO	Lebanon	740/369942	06-Jul-95	66386	06-Jul-95	42 Int. Restaurant services.	R 07/06/2025	Renewed	
	SEÑOR PICO									


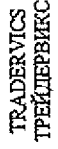
File No.	Trademark Image	Country	App In No. App I Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.018WLB	TRADER VIC'S	Lebanon	9501122480 29-Oct-96	70392 31-Oct-96	29 Int. Salad dressings, sauces, meats, fish, poultry and game, meat extracts, preserved, dried and cooked fruits and vegetables, jellies, jams, dairy products, edible oils and fats, preserves, and pickles, and all other goods in the class. 30 Int. Syrups, sauces, soya sauces, spices, sugars, herbs, vinegars, mustards, mai tai flavorings, and hot buttered rum batter, coffee, tea, cocoa sugar, rice coffee substitutes, preparations made from cereals, bread, biscuits, cake, pastry and confectionery, ices, honey, salt and pepper. 42 Int. Restaurant, bar, catering and banquet services.	R 10/31/2011	Registered
NUBC.002WLB	TRADER VIC'S	Lebanon	773 30-Jan-09	120724 17-Feb-09	33 Int. Wines, spirits, liqueurs, and rum	R 02/17/2024	Registered
NUBC.010WMX	TRADER VIC'S	Mexico	08/169779 07-Jun-93	444917 07-Jun-93	29 Int. Processed foods, including salad dressings.	R 06/07/2013	Renewed
NUBC.051WMX	TRADER VIC'S	Mexico	228236 28-Mar-95	598504 27-Jan-99	42 Int. Restaurant services.	R 03/28/2015	Registered
NUBC.043IMC	SEÑOR PICO	Monaco	992767 05-Feb-09		43 Int. Restaurant services		Pending
	SEÑOR PICO						Extension of International Reg. 992787.

File No.	Trademark Image	Country	Appln No.		Reg No		Class Goods/Services	Due Date	Status Comment
			Appl No.	Appl Date	Reg No	Reg Date			
NUBC.0061MC	TRADER VIC'S	Monaco	871871	02-Nov-07	871871	02-Nov-07	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.
NUBC.0041MC	TRADER VIC'S & Shield & Car Design 	Monaco	0969690	09-Jul-09			43 Int. Restaurant, bar, catering and banquet services.		Pending Extension of International Reg. 969690.
NUBC.0061ME	TRADER VIC'S	Montenegro	871871	25-Apr-08	871871	25-Apr-08	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.
NUBC.0021MA	TRADER VIC'S	Morocco	1005125	03-Nov-09			32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes. 33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Pending
NUBC.0061MA	TRADER VIC'S	Morocco	871871	30-Jan-06	871871	30-Jan-06	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.

File No.	Trademark Image	Country	Appl No.	Appl Date	Reg No	Reg Date	Class Goods/Services	Due Date	Status	Comment
NUBC.0131AN	TRADER VIC'S	Netherlands Antilles	879647	12-May-09			32 Int. Non-alcoholic beverages and drink mixes. 33 Int. Rums.		Pending	Extension of International Reg. 879647.
NUBC.006WNZ	TRADER VIC'S	New Zealand	790328	30-May-08	790328	04-Dec-08	43 Int. Bar and restaurant services.	R 05/30/2018	Registered	
NUBC.0431OM	SEÑOR PICO	Oman	992767	18-Mar-09			43 Int. Restaurant services.		Pending	Extension of International Reg. 992767.
	SEÑOR PICO									
NUBC.0131OM	TRADER VIC'S	Oman	879647	21-Apr-09			25 Int. Clothing, namely hats, shirts, t-shirts, sweatshirts, and aprons 30 Int. Dressings, sauces, marinades, syrups and spices 32 Int. Non-alcoholic beverages and drink mixes 33 Int. Rums		Pending	Extension of International Reg. 879647.
NUBC.0321OM	TRADER VIC'S	Oman	1005125	12-Jun-09			32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes. 33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Pending	Extension of International Reg. 1005125.


File No.	Trademark Image	Country	Appln No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.006IOM	TRADER VIC'S	Oman	871871 21-Jan-09		43 Int. Restaurant, catering and banquet services		Pending Extension of International Reg. 871871.
NUBC.034IOM	TRADER VIC'S & Shield & Oar Design 	Oman	0969690 09-Jul-09		43 Int. Restaurant, bar, catering and banquet services		Pending Extension of International Reg. 969690
NUBC.051WPK	TRADER VIC'S	Pakistan	242069 01-Oct-07		43 Int. Restaurant, catering, and banquet services.		Pending
NUBC.032WPA	TRADER VIC'S	Panama	187510 01-Feb-10		33 Int. Rum, wines, spirits, liqueurs; alcoholic beverages except beers; prepared alcoholic cocktail mixes		Published
NUBC.006WPH	TRADER VIC'S	Philippines	4-2009-500875 23-Nov-09		43 Int. Restaurant, bar, catering and banquet services.		Published



File No.	Trademark Image	Country	Appln No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.043WQA	SEÑOR PICO	Qatar	55986 05-Feb-09		43 Int. Restaurant Services		Pending
	SEÑOR PICO						
NUBC.005WQA	TRADER VIC'S	Qatar	19144 11-Aug-98	19144 09-Feb-05	29 Int. Sauces, meats, fish, poultry and game, meat extracts, preserved, dried and cooked fruits and vegetables, jellies, jams, dairy products, edible oils and fats, preserves, and pickles, and all other goods in the class.	R 08/11/2018	Renewed
NUBC.001WQA	TRADER VIC'S	Qatar	19145 11-Aug-98	19145 09-Feb-05	30 Int. Salad dressings, syrups, sauces, soya sauces, spices, sugars, herbs, vinegars, mustards, Mai Kai flavorings, and hot buttered rum batter, coffee, tea, coca sugar, rice coffee substitutes, preparations made from cereals, bread, biscuits, cake, pastry and confectionery, ices, honey, salt and pepper.	R 08/11/2018	Renewed
NUBC.051WQA	TRADER VIC'S	Qatar	19146 11-Aug-98	19146 09-Feb-05	42 Int. Restaurant, bar, catering and banquet services.	R 08/11/2018	Renewed
NUBC.043IRU	SEÑOR PICO	Russian Federation	992767 05-Feb-09	992767 05-Feb-09	43 Int. Restaurant services		Registered
	SEÑOR PICO						Extension of International Reg. 992767. Protection granted.

File No.	Trademark		Country	Appln No.	Reg No	Class Goods/Services	Due Date	Status
	Image	Text						
NUBC.013IRU	TRADER VIC'S		Russian Federation	879647 28-Mar-08		30 Int. Dressings, sauces, marinades, syrups and spices. 32 Int. Non-alcoholic beverages and drink mixes. 33 Int. Rums.		Pending Extension of International Reg. 879647.
NUBC.032IRU	TRADER VIC'S		Russian Federation	1005125 12-Jun-09	1005125 12-Jun-09	33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Registered Extension of International Reg. 1005125. Protection granted.
NUBC.006IRU	TRADER VIC'S		Russian Federation	871871 28-Mar-08	871871 28-Mar-08	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.
NUBC.034IRU	TRADER VIC'S & Shield & Oar Design		Russian Federation	0969690 09-Jul-09		43 Int. Restaurant, bar, catering and banquet services		Pending Extension of International Reg. 959590.
NUBC.057WRU	TRADER VIC'S in English and Cyrillic		Russian Federation	200738267 07-Dec-07	389812 24-Sep-09	43 Int. Services for providing food and drink; temporary accommodation; cafes; restaurants; bar services; food and drink catering; Japanese cuisine and cafes.	R. 12/07/2017	Registered



File No.	Trademark Image	Country	Appln No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.006WURU	TRADER VIC'S in English and Cyrillic TRADEPВIC'S	Russian Federation	2007738266 07-Dec-07	389811 24-Sep-09	43 Int. Services for providing food and beverages, including snack bars, cafes, restaurants, bars, facilities for preparing meals and delivering them to the house, restaurants and cafes of Japanese cuisine.	R 12/07/2017	Registered
NUBC.010IRU	TRADER VIC'S MAI TAI LOUNGE	Russian Federation	959171 07-Apr-08	959171 07-Apr-08	43 Int. Restaurant and bar services.		Registered Extension of International Reg. 959171. "Mai Tai Lounge" disclaimed. Protection granted.
NUBC.044WSA	SENIOR PICO	Saudi Arabia	133634 26-Jul-08		43 Int. Restaurant services		Published Mark filed as word mark, SENIOR PICO, without the title.
NUBC.006WSA	TRADER VIC'S	Saudi Arabia	123750 10-Nov-07		43 Int. Restaurant, catering, and banquet services.		Published Published on 8/14/2009.
NUBC.006IRS	TRADER VIC'S	Serbia	871871 25-Apr-08	871871 25-Apr-08	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.

File No.	Trademark Image	Country	AppIn No. AppI Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.043ISG	SEÑOR PICO	Singapore	992767 05-Feb-09	992767 05-Feb-09	43 Int. Restaurant services		Registered Extension of International Reg. 992787. Protection granted under Singapore No. T0902427F.
NUBC.013ISG	TRADER VIC'S	Singapore	879647 07-Jul-06	879647 07-Jul-06	25 Int. Clothing, namely hats, shirts, T-shirts, sweatshirts, and aprons. 30 Int. Dressings, sauces, marinades, syrups and spices. 32 Int. Non-alcoholic beverages and drink mixes. 33 Int. Rums.		Registered Extension of International Reg. 879647. Granted under Singapore Nos. T06/17080H, T06/17081F, T06/17082DK, T06/17083B, T06/17084J and T06/17085I.
NUBC.010WSG	TRADER VIC'S	Singapore	404/80 01-Feb-80	9404/80 01-Feb-80	29 Int. All goods included in Class 29, but not including peas (cooked or dried) or any goods of the same description as peas (cooked or dried).	R 02/01/2011	Registered
NUBC.001WSG	TRADER VIC'S	Singapore	T80/00405 01-Feb-80	T80/00405 01-Feb-80	30 Int. All goods included in Class 30, but not including chocolate or sugar confectionery or any goods of the same description as chocolate or sugar confectionery.	R 02/01/2011	Renewed Allow to expire in favor of International Reg. 879647.
NUBC.002WSG	TRADER VIC'S	Singapore	406/80 01-Feb-80	B406/80 01-Feb-80	33 Int. All goods included in Class 33.	R 02/01/2011	Renewed Allow to expire in favor of International Reg. 879647.



File No.	Trademark Image	Country	Appln No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.006TSG	TRADER VIC'S	Singapore	871871 19-Oct-05	871871 19-Oct-05	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Granted under Singapore No. T06/00288C
NUBC.034TSG	TRADER VIC'S & Shield & Or Design 	Singapore	0969690 09-Jun-08	0969690 09-Jun-08	43 Int. Restaurant, bar, catering and banquet services		Registered Extension of International Reg. 969690. Granted in Singapore under No. T0912166B.
NUBC.010IES	TRADER VIC'S MAI TAI LOUNGE	Spain	959171 07-Apr-08	959171 07-Apr-08	43 Int. Restaurant and bar services.		Registered Extension of International Reg. 959171. "Mai Tai Lounge" disclaimed. Protection granted.
NUBC.006WLK	TRADER VIC'S	Sri Lanka	155425		43 Int. Restaurant, bar, catering and banquet services		Pending
NUBC.043WLC	SEÑOR PICO SEÑOR PICO	St. Lucia	TM/2009/000049 25-Feb-09	TM/2009/000049 25-Aug-09	43 Int. Restaurant services	R. 08/25/2019	Registered

File No.	Trademark Image	Country	Appl No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.069WLC	SHIELD & OAR DESIGN 	St. Lucia	TM/2010/000017 09-Feb-10		43 Int. Restaurant, bar, catering and banquet services.		Pending Associate sent application to Trademark Office on 2/9/2010; awaiting filing particulars.
NUBC.006WLC	TRADER VIC'S	St. Lucia	TM/2008/000297 24-Oct-08	TM/2008/00029 09-Jun-09	43 Int. Restaurant, bar, catering and banquet services.	R. 10/24/2018	Registered
NUBC.010WLC	TRADER VIC'S MAI TAI LOUNGE	St. Lucia	TM/2009/000091 22-Apr-09	TM/2009/00009 03-Dec-09	43 Int. Restaurant and bar services.	R. 04/22/2019	Registered
NUBC.043WVC	SEÑOR PICO SEÑOR PICO	St. Vincent and the Grenadines	22/2009 27-Feb-09		43 Int. Restaurant services		Pending
NUBC.069WVC	SHIELD & OAR DESIGN 	St. Vincent and the Grenadines	10/2010 15-Jan-10		43 Int. Restaurant, bar, catering and banquet services.		Pending


File No.	Trademark Image	Country	Appln No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.032WVC	TRADER VIC'S	St. Vincent and the Grenadines	221/2009 27-Nov-09		33 Int. rum, wines, spirits, liqueurs, and alcoholic beverages except beers		Pending
NUBC.006WVC	TRADER VIC'S	St. Vincent and the Grenadines	207/2008 28-Oct-08	207/2008 05-Jun-09	43 Int. Restaurant, catering, and banquet services.	R. 10/28/2018	Registered
NUBC.010WVC	TRADER VIC'S MAI TAI LOUNGE	St. Vincent and the Grenadines	51/2009 20-Apr-09		43 Int. Restaurant services.		Pending
NUBC.013ICH	TRADER VIC'S	Switzerland	879647 28-Nov-05	879647 28-Nov-05	25 Int. Clothing, namely hats, shirts, T-shirts, sweatshirts, and aprons. 30 Int. Dressings, sauces, marinades, syrups and spices.		Registered Extension of International Reg. 879647. Protection granted.
NUBC.006ICH	TRADER VIC'S	Switzerland	871871 26-Feb-07	871871 26-Feb-07	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.


File No.	Trademark Image	Country	Appln No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.006WSY	TRADER VICS	Syria	11629 15-Dec-09		43 Int. Restaurant, bar, catering and banquet services		Pending
NUBC.069WTW	SHIELD & OAR DESIGN 	Taiwan	09900901 08-Jan-10		43 Int. Restaurant, bar, catering and banquet services.		Pending
NUBC.051WTW	TRADER VICS	Taiwan	(83)45095 06-Jul-94	75729 16-May-95	42 Int. Restaurant services.	R 05/15/2015	Renewed
NUBC.045WTH	SENROR PICO	Thailand	296317 27-Oct-95	Bor5477 27-Oct-95	42 Int. Restaurant services.	R 10/27/2015	Renewed
NUBC.069WTH	SHIELD & OAR DESIGN 	Thailand	755898 15-Jan-10		43 Int. restaurant services, food and beverage bar services, catering services, banquet services		Pending

File No.	Trademark Image	Country	Appln No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUJC.030WTH	TRADER VIC'S	Thailand	147353 15-May-85	Kor108306 14-Feb-00	30 Int. Salad dressings.	R 05/14/2015	Renewed
NUJC.006WTH	TRADER VIC'S	Thailand	321750 11-Nov-96	Bor6149 10-Nov-96	43 Int. 1. Restaurant 2. Food and beverage bar.	R 11/10/2016	Renewed
NUJC.037WTH	INAKAYA	Tunisia	EE04.1715 17-Aug-04	EE04.1715 26-Dec-05	43 Int. Restaurant, bar, catering and banquet services.	R 08/17/2014	Registered
NUJC.029WTH	TRADER VIC'S	Tunisia	EE04.1714 17-Aug-04	EE04.1714 26-Dec-05	29 Int. Dairy based beverage mixes. 30 Int. Dressing, sauces, marinades, syrups and spices. 32 Int. Non-alcoholic beverages and drink mixes. 33 Int. Alcoholic beverages. 43 Int. Restaurant, bar, catering and banquet services.	R 08/17/2014	Registered
NUJC.032IUA	TRADER VIC'S	Ukraine	1005125 12-Jun-09		32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes. 33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Pending Extension of International Reg. 1005125.

File No.	Trademark Image	Country	Appl No.	Reg No	Class Goods/Services	Due Date	Status Comment
NUBC.006TUA	TRADER VIC'S	Ukraine	871871 25-Apr-08	871871 25-Apr-08	43 Int. Restaurant, catering and banquet services.		Registered Extension of International Reg. 871871. Protection granted.
NUBC.034IUA	TRADER VIC'S & Shield & Oar Design 	Ukraine	0969690 09-Jul-09		43 Int. Restaurant, bar, catering and banquet services		Pending Extension of International Reg. 969690.
NUBC.044WAE	SEÑOR PICO	United Arab Emirates	121294 27-Oct-08		43 Int. Restaurant services.		Pending
NUBC.069WAE	SHIELD & OAR DESIGN 	United Arab Emirates	138512 27-Jan-10		43 Int. Restaurant, catering and banquet services		Pending
NUBC.005WAE	TRADER VIC'S	United Arab Emirates	29442 21-Dec-98	24690 21-Dec-98	29 Int. Sauces, meats, inanimate fish, poultry and game meat extracts, preserved, dried and cooked fruits and vegetables, jellies, jams, dairy products, edible oils and fats, preserves, and pickles, fruit sauces, eggs, milk and milk products.	R 12/21/2018	Renewed

File No.	Trademark Image	Country	Appln No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.001WAE	TRADER VIC'S	United Arab Emirates	29443 21-Dec-98	23960 29-Feb-00	30 Int. Salad dressing, sauces, soya sauces, spices, sugars, flavoring syrups, herbs, vinegars, mustards, flavorings, coffee, tea, cocoa, sugar, rice, coffee, substitutes, preparations made from cereals, bread, biscuits, cake, pastry and confectionery, ices, honey, salt and pepper.	R 12/21/2018	Renewed
NUBC.032WAE	TRADER VIC'S	United Arab Emirates	136189 23-Nov-09		32 Int. Non-alcoholic beverages and drink mixes; syrups for making beverages		Pending
NUBC.006WAE	TRADER VIC'S	United Arab Emirates	29444 21-Dec-98	22758 21-Dec-98	42 Int. Restaurant, catering and banquet services.	R 12/20/2018	Renewed
NUBC.061WAE	TRADER VIC'S	United Arab Emirates	79222 01-Apr-06	79696 15-Feb-07	43 Int. Hotel services.	R 04/01/2016	Registered
NUBC.003WAE	TRADER VIC'S	United Arab Emirates	79223 01-Apr-06	79695 15-Feb-07	44 Int. Spa services.	R 04/01/2016	Registered

File No.	Trademark Image	Country	App In No.	Reg No	Class Goods/Services	Due Date	Status	Comment
NUBC.010WAE	TRADER VIC'S MAI TAI LOUNGE	United Arab Emirates	96433 21-Jun-07	96235 18-Aug-09	43 Int. Restaurant services.	R 06/21/2017	Registered	
NUBC.0061GB	TRADER VIC'S	United Kingdom	871871 19-Oct-05	871871 19-Oct-05	43 Int. Restaurant, catering and banquet services.		Registered	
NUBC.004T	HOME OF THE ORIGINAL MAI TAI	United States of America	77/434628 28-May-08	3720611 08-Dec-09	43 Int. Restaurant and bar services	D 12/08/2015 R 12/08/2019	Registered	Extension of International Reg. 871871. Protection granted.
NUBC.046T	KAFE-LA-TE	United States of America	72/222332 30-Jun-65	814630 06-Sep-66	30 Int. Powder mix for making a hot food beverage of a coffee nature.	R 09/06/2016	Renewed	"MAI TAI" disclaimed.
NUBC.048T	MENFHUNE DESIGN 	United States of America	73/749516 01-Sep-88	1563912 31-Oct-89	42 Int. Restaurant, catering and banquet services.	R 10/31/2019	Renewed	

File No.	Trademark Image	Country	Appl No.	Reg No.	Class Goods/Services	Due Date	Status Comment
NUBC.049T	MENEHUNE JUICE	United States of America	78/092454 08-Nov-01	2663339 17-Dec-02	33 Int. Rum based cocktails for consumption on and off the premises.	R 12/17/2012	Registered "Juice" disclaimed.
NUBC.068T	ORIGINAL MAI TAI	United States of America	77/799814 07-Aug-09	3754719 02-Mar-10	33 Int. Prepared alcoholic cocktail	D 03/02/2016 R 03/02/2020	Registered "Mai Tai" disclaimed.
NUBC.043T	SEÑOR PICO	United States of America	77/555091 25-Aug-08		43 Int. restaurant services		Allowed Basis of International Reg. 992767. Notice of Allowance dated 7/14/2009. Statement of Use/2nd extension due 7/14/2010.
NUBC.034T	Shield & Oar Design 	United States of America	78/500121 14-Oct-04	3004512 04-Oct-05	21 Int. Mugs and drinking glasses. 25 Int. Clothing, namely t-shirts and hats. 33 Int. Rum.	D 10/04/2011 R 10/04/2015	Registered
NUBC.065T	TASTE THE WORLD	United States of America	77/782610 16-Jul-09		43 Int. Restaurant, bar, catering and banquet services. 30 Int. Salad dressings, sauces, glazes for meats, marinades, spices, chutneys, and beverages made of coffee 32 Int. Syrups for beverages; non-alcoholic cocktail mixes, non-alcoholic cocktails, non-alcoholic cocktail bases, and syrups for making non-alcoholic beverages 33 Int. (ITU) Alcoholic beverages except beers 43 Int. (ITU) Restaurants, bar services, catering, and providing banquet-facility services		Allowed Notice of Allowance issued 6/29/2010. SOU for Cls. 33 & 43 / 1st Extension due 12/29/2010.

File No.	Trademark Image	Country	Appn No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC-055T	TASTE THE WORLD	United States of America	78/064365 18-May-01	3119018 25-Jul-06	30 Int. Sauces and Marinades	D 07/25/2012 R 07/25/2016	Registered
NUBC-081T	TRADER VICS	United States of America	85/09209 14-May-10		16 Int. note cards; posters; printed menus; receipt books		Pending
NUBC-013T	TRADER VICS	United States of America	78/060854 27-Apr-01	2552786 26-Mar-02	18 Int. Tote bags. 25 Int. Clothing, namely hats, shirts, T-shirts, sweatshirts, and aprons. 30 Int. A house mark for dressings, sauces, marinades, syrups and spices. 32 Int. Non-alcoholic beverages and drink mixes. 33 Int. Rums.	R 03/26/2012	Registered Basis of International Reg. 879647
NUBC-047T	TRADER VICS	United States of America	71/431392 26-Apr-40	384083 07-Jan-41	24546 Int. Rums	R 01/07/2021	Renewed

File No.	Trademark Image	Country	Appln No.	Reg No	Class Goods/Services	Due Date	Status	Comment
NUBC.001T	TRADER VICS	United States of America	72/307414 16-Sep-68	909678 09-Mar-71	30 Int. French dressing, Javanese dressing (oil, vinegar, spices, eggs, parsley and onions), Bengal salad dressing mix (blend of dry milk solids, monosodium glutamate, pepper, curry and salt), sate spice (blend of coriander, turmeric, ginger, chilies, and mustard), hot mustard, imported Bombay curry powder (blend of turmeric, coriander, ginger, pepper and other spices), madras curry power (blend of turmeric, coriander, ginger, pepper and other spices), susu curry powder (blend of turmeric, coriander, ginger, pepper and other spices), smoky barbecue sauce, soya sauce, chutney, table sauce (onions, garlic, pepper, tomato paste, vinegar, sugar and spices), mai tai mix, navy grog mix, scorpion mix, Hawaiian daiquiri mix, margarita mix (each of the foregoing mixes is a blend of liquid sugar, water, citrus concentrates and essential oils), maraschino syrup, orgeat syrup (simple syrup of water and sugar plus almond and other flavors), pomegranate grenadine syrup, rock candy syrup, coco crème syrup, passion fruit nectar, hot buttered rum batter and Tom & Jerry batter.	R 03/09/2011	Renewed	Allow to expire.
NUBC.025T	TRADER VICS	United States of America	71/663345 26-Mar-54	629234 19-Jun-56	30 Int. Mustard, soya sauce, sauce (containing tomato puree, sugar, onions, vinegar, green peppers, soya sauce, garlic, salt and spices), sate spice (a blend of mustard, chilies and imported spices), syrups for food purposes - namely, rock candy syrup, orgeat syrup, pomegranate syrup.	R 06/19/2016	Renewed	
NUBC.027T	TRADER VICS	United States of America	71/509390 26-Jul-47	502788 12-Oct-48	32 Int. Food batter for use in making Tom and Jerry and hot rum beverages. 30 Int. Pomegranate syrup, salad dressings, soya sauce. 32 Int. Hot buttered rum batter.	R 10/12/2018	Renewed	
NUBC.032T	TRADER VICS	United States of America	78/964129 30-Aug-06	3474113 22-Jul-08	32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes. 33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.	D 07/22/2014 R 07/22/2018	Registered	Basis of International Reg. 1005125.


File No.	Trademark Image	Country	Appl No. Appl Date	Reg No Reg Date	Class Goods/Services	Due Date	Status Comment
NUBC.006T	TRADER VIC'S	United States of America	72/072784 04-May-59	693619 23-Feb-60	42 Int. Restaurant, catering, and banquet services	R 02/23/2020	Renewed Basis of International Reg. 871871.
NUBC.033T	TRADER VIC'S & Shield & Oar Design 	United States of America	78/500113 14-Oct-04	3004511 04-Oct-05	21 Int. Drinking glasses. 25 Int. T-shirts. 43 Int. Restaurant, bar, catering and banquet services.	D 10/04/2011 R 10/04/2015	Registered Basis of International Reg. 969690.
NUBC.010T	TRADER VIC'S MAI TAI LOUNGE	United States of America	77/434610 28-Mar-08	3628346 26-May-09	43 Int. Restaurant and bar services	D 05/26/2015 R 05/26/2019	Registered Basis of International Reg. 959171. "Mai Tai Lounge" disclaimed.
NUBC.032VN	TRADER VIC'S	Viet Nam	1005125 03-Nov-09		32 Int. Non-alcoholic cocktail mixes, namely, mai tai cocktail mixes. 33 Int. Liqueurs, rum, vodka based cocktail mixes, tequila based cocktail mixes, prepared alcoholic cocktail mixes, namely, margarita cocktail mixes, mai tai cocktail mixes, blue Hawaii cocktail mixes.		Pending Extension of International Reg. 1005125.

EXHIBIT B

EXHIBIT B

*Original
copy*LICENSE AGREEMENT

This Agreement is entered into as of the 1st day of April, 1991, by and among Trust A created under the Will of Victor J. Bergeron dated July 9, 1981, and codicils thereto dated December 29, 1981 and May 22, 1984 ("Trust A"); Trust B created under the Will of Victor J. Bergeron dated July 9, 1981, and codicils thereto dated December 29, 1981 and May 22, 1984 ("Trust B"; Trusts A and B are referred to herein jointly as "Licensor"); Trader Vic's, a California corporation; and Trader Vic's Management Corporation, a Delaware corporation (Trader Vic's and Trader Vic's Management Corporation are referred to herein jointly as "Licensee").

RECITALS

WHEREAS, Licensor is the sole owner of certain intellectual property (the "Intellectual Property") used in connection with the operation and management of restaurants and gift and souvenir shops, specifically the trade name "Trader Vic's" (the "Trade Name") used for restaurants and gift and souvenir shops; the service marks identified in Exhibit A hereto and the registration rights thereto (the "Service Marks"); certain recipes and instructional materials for the preparation of food in restaurants (the "Recipes"); certain confidential information and proprietary rights associated with the design and manufacture of barbecue ovens ("Oven Information"); and certain trade dress (the "Trade Dress") used for restaurants and gift and souvenir shops; and

WHEREAS, Licensor wishes to grant to Licensee and Licensee wishes to obtain from Licensor a license to use the Intellectual Property, and to sublicense others to use the Intellectual Property.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. Superseding Agreement.

1.1 This Agreement is the complete and exclusive statement of the Licensor's and Licensee's agreement on these matters and supersedes, from and after April 1, 1991, all prior agreements between the parties, including without limitation the LICENSE AGREEMENT dated September 21, 1959, as previously amended (the "Prior Agreement").

2. Grant of License.

2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive license (i) to use the Intellectual Property in connection with the operation and management (including, without limitation, advertising and marketing programs) of restaurants, other retail food service establishments (including banquets and catering) and gift and souvenir shops (collectively, the "Restaurants"); (ii) to sublicense others to use the Intellectual Property in connection with the operation of Restaurants; (iii) to modify the Recipes, to copy the Recipes and modified Recipes, and (subject to Section 7) to distribute copies of the Recipes and modified Recipes to such sublicensees; and (iv) to use the Oven Information in connection with the operation and management of Restaurants, to design, manufacture, have manufactured and use barbecue ovens (and to make modifications to any such design) of the type and design used in its restaurants immediately prior to the effective date hereof. Licensor also grants to Licensee a non-exclusive license to use the Trade Name as part of its corporate name.

3. Territory.

3.1 Subject to the terms hereof, the licenses and rights granted herein are worldwide except that the City and County of San Francisco and the State of Missouri are specifically excluded from the scope of such licenses and rights; it being acknowledged by all parties that Licensor has granted Trader Vic's Restaurants, Inc. a fully paid exclusive license in the Intellectual Property for such geographic areas for the uses described herein.

4. Royalties.

4.1 For the period April 1, 1991 to March 31, 1993, Licensee will pay the following monthly royalties to Licensor, payable on or before the first day of the applicable month:

<u>Period</u>	<u>Monthly Royalty</u>
April 1, 1991 to March 31, 1992	\$4,000
April 1, 1992 to March 31, 1993	\$5,000

4.2 From April 1, 1993 through the termination of this Agreement, Licensee will pay to Licensor a non-refundable advance against royalties, computed under

Section 4.3, in the amount of \$6,000 per month, payable on or before the first day of the applicable month.

4.3 Annual royalties (based on fiscal years ended March 31) for the period April 1, 1993 through the termination of this Agreement, will equal the percentages listed below of Licensee's actual gross cash receipts (net of ~~all~~ returns, allowances and sales (and similar) taxes) ("Gross Receipts") from the operation of Restaurants owned by Licensee and from management contracts (and franchise arrangements) for the operation of Restaurants by sub-licensees. In connection with payments to Licensee from franchisees, "Gross Receipts" to Licensee will include only such amounts as are periodically paid based on the level of retail activity at the franchisee's Restaurant, and expressly will not include payments such as an up-front franchise fee for obtaining the franchise, capital equipment, training and manuals. The royalty will consist of the following:

(i) Three percent (3%) of Gross Receipts received by Licensee in any fiscal year pursuant to management contracts (and franchise arrangements) for the operation of Restaurants by sub-licensees; and

(ii) One percent (1%) of Gross Receipts received by Licensee in any fiscal year from the operations of Restaurants owned by Licensee.

For each fiscal year, any deficiency between the royalty advance paid for such fiscal year pursuant to Section 4.2 and the amount due based on actual Gross Receipts for such year as provided in this Section 4.3 shall be due and payable to Licensor in a lump sum ninety (90) days after the end of such fiscal year. Such payment will be accompanied by a report detailing quarterly Gross Receipts for the fiscal year.

4.4 Upon request of Licensor, Licensee will permit an independent auditor selected by Licensor but approved by Licensee to inspect and make copies of all of Licensee's books and records which are relevant to the calculation of royalties pursuant to Section 4.3 at any reasonable time upon reasonable notice. The results thereof, however, will be kept confidential by Licensor and such auditor unless compelled otherwise by law or court order. No more than one inspection may be conducted with respect to Gross Receipts derived during any fiscal year.

5. Royalty Offset Right.

5.1 Licensee shall loan to Trust A and/or Trust B (as Trusts A and B shall agree) during the 1991-92 fiscal year of Licensee such amounts as to enable Trusts A

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and B to pay their actual expenses (including, in the case of Trust A, a stipend to Mrs. Helen Bergeron of four thousand dollars (\$4,000) per month) except that in no event shall such amounts loaned in aggregate to Trusts A and B exceed twenty-five thousand dollars (\$25,000) in the first half of such fiscal year or fifteen thousand dollars (\$15,000) in the second half in such fiscal year. Such loans will be governed by the terms of Promissory Notes and Security Agreements attached hereto dated April 1, 1991.

5.2 Pursuant to the Promissory Note referred to in Section 5.1 executed by Trust A, following the death of Mrs. Helen Bergeron, the one-half portion of royalty payments payable hereunder to Trust A (or its successors or assigns) will be withheld by Licensee and applied as payment to Licensee toward all amounts due and payable under such Note, including, without limitation, the outstanding principal balance and any accrued and unpaid interest on such Note. Such withholding and offset will be limited to the amounts necessary to pay such amounts. Licensee's right to such withhold and offset is absolute, and will survive any transfer or assignment of the interest of Trust A, its successors and assigns.

6. Ownership of the Intellectual Property.

6.1 Except as provided herein, Licensee acknowledges that Licensee will not acquire any ownership interest whatsoever in the Intellectual Property by virtue of this Agreement. Licensee's right to use the Intellectual Property is subject to the terms, conditions, and limitations set forth herein.

6.2 Licensee acknowledges further that this Agreement does not confer any goodwill in the Intellectual Property upon Licensee, and that all goodwill associated with Licensee's use of the Intellectual Property will inure to the exclusive benefit of Licensor.

6.3 All Recipes and Oven Information supplied previously or in the future to the Licensee by the Licensor for use in connection with the Restaurants will be owned solely by the Licensor and Licensee will not acquire any ownership interest whatsoever in such Recipes and Oven Information by virtue of this Agreement.

6.4 All recipes and information regarding barbecue ovens developed previously or in the future by the Licensee for use in connection with the Restaurants will be owned solely by the Licensee and Licensor will not acquire any ownership interest whatsoever in same by virtue of this Agreement.

7. Restrictions on Disclosure.

7.1 Except as otherwise provided in this Section 7, Licensee may disclose the Recipes and Oven Information only to officers, employees and agents of Licensee and sublicensees who have a need to know such Recipes and Oven Information in connection with the conduct of the business of Licensee or its sublicensees and who agree not to use such Recipes and Oven Information for purposes outside the scope of this Agreement or to disclose them to any other person. Except as otherwise provided in this Section 7, Licensee will not disclose any Recipe or Oven Information. Subject to the application of the laws of copyright, the restrictions on use and disclosure set forth in this paragraph 7.1 will not apply to Recipes and Oven Information which is publicly known on the effective date of this Agreement, thereafter become publicly known through no fault of Licensee or its sublicensees, are rightfully disclosed to Licensee or a sublicensee without any restriction on disclosure or are independently developed by employees or agents of Licensee or a sublicensee not having access to the Recipes or Oven Information disclosed by Licensor.

7.2 From time to time in its discretion, Licensee may disclose Recipes to the public based upon its determination that publicizing Recipes will enhance Gross Receipts of the Restaurants.

8. Other Restrictions on Use of the Intellectual Property.

8.1 Licensee will use the Intellectual Property only as authorized herein. Licensee will not use the Intellectual Property for any other purpose without Licensor's prior written consent.

8.2 Licensee will not use the Service Marks in combination with any other service marks or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any other modified form without Licensor's prior written consent, such consent not to be unreasonably withheld.

8.3 Any unauthorized use of the Intellectual Property by Licensee will constitute an infringement of the rights of Licensor in and to the Intellectual Property.

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9. Infringement; Registration.

9.1 Each party will notify the other promptly of any infringement of or challenge to the Intellectual Property by any third party or any claim by any third party of any rights in the Intellectual Property.

9.2 If the infringement, challenge or claim involves or affects one or more Restaurants located within the scope of the license granted herein, Licensee will have the first right to take such action as it deems appropriate and the first right to initiate and control any litigation or other proceeding arising out of any such infringement, challenge or claim. In connection with any such action, Licensee will be entitled to offset its reasonable costs against the royalties (including minimum royalties) next payable hereunder. Licensor will execute any and all instruments and documents, render such assistance, act as a party plaintiff, and do such other acts as, in the reasonable discretion of Licensee, may be necessary or advisable to protect and maintain Licensor's and Licensee's interests in any such litigation or other proceeding or otherwise to protect and maintain the Intellectual Property. Licensor will bear its own out-of-pocket costs expended in rendering such assistance. Any damages obtained will be shared in the following order: (a) as reimbursement to Licensee and Licensor for reasonable out-of-pocket expenses in connection therewith, in proportion to, and up to the amount of, the expenses they have respectively borne (either directly or through reduction of royalties); and (b) any additional amount as between Licensee and Licensor based upon treating the additional amount as Gross Receipts to Licensee from management contracts for the operation of Restaurants by Licensee in the fiscal year received. Any settlement which would allow continuing use of the Intellectual Property by a third party either must (i) conform to the requirements herein for, and will be conclusively deemed to be, a sublicense hereunder, or (ii) be approved by the parties, which approval will not be unreasonably withheld.

9.3 If Licensee does not promptly initiate litigation concerning an infringement, challenge or claim, or respond to litigation commenced by the infringer, challenger or claimant, then Licensor will have the right to take such action as it deems appropriate and the right to initiate and control any litigation or other proceeding arising out of any such infringement, challenge or claim. Licensee will execute any and all instruments, render such assistance, and do such other acts as, in the reasonable discretion of Licensor, may be necessary or advisable to protect and maintain Licensor's and Licensee's interests in any such litigation or other proceeding and otherwise to protect and maintain the

Intellectual Property. Licensee will bear its own out-of-pocket costs expended in rendering such assistance. Any damages obtained will be shared in the following order:

(a) as reimbursement to Licensee and Licensor for reasonable out-of-pocket expenses in connection therewith, in proportion to, and up to the amount of, the expenses they have respectively borne (either directly or through reduction of royalties); and (b) any additional amount as between Licensee and Licensor as their interests in such damages, at such time, may appear. Licensor, however, may not enter into any settlement which would allow continuing third party use of the Intellectual Property in connection with any restaurant or bar without the approval of Licensee, which approval will not be unreasonably withheld.

9.4 Licensor agrees to take such steps as are reasonably necessary to obtain and maintain service mark registrations for the Service Marks, and to obtain registrations as are otherwise appropriate to obtain benefits of statutory protection for the Intellectual Property in such countries as the parties from time to time may agree. Licensee will reimburse Licensor for its reasonable out-of-pocket trademark attorney fees and costs for such regular and periodic activities, such reimbursement to be for Licensee's reasonable fair share of such costs to the extent that such activities also benefit other licensees of all or part of the Intellectual Property. On account of such expenses incurred on or before February 28, 1991, Licensee will pay to Licensor the sum of \$12,251.16; it being acknowledged that Licensee advanced to Licensor on or about May 30, 1991 the sum of \$13,105.57 to be applied against the first dollars of amounts owed by Licensee to Licensor hereunder.

10. Quality Standards.

10.1 Licensee will operate and manage the Restaurants to cause the operation of each Restaurant to conform to the standards of quality established by the restaurants and gift and souvenir shops operated and managed by Licensee immediately prior to the effective date of this Agreement. To insure that the Restaurants continue to conform to such standards, Licensor will have the right to inspect, upon reasonable notice, all operations of Licensee in connection with the operation and management of the Restaurants.

10.2 Licensor agrees to conduct its further licensing and exploitation of the Intellectual Property in such a manner as to reflect a first class and quality image in the Intellectual Property.

11. Warranties.

11.1 Licensor represents and warrants that it is the sole owner of the Intellectual Property, with full power and authority to grant the licenses and rights contained herein, without violating any rights of third parties. Licensor is not aware of any existing infringements of the Intellectual Property, or of the rights licensed herein.

12. Term and Termination.

12.1 Unless otherwise terminated pursuant to any other provision hereof, and except as otherwise set forth in this Agreement, this Agreement will expire on March 31, 2021.

12.2 Unless otherwise terminated pursuant to paragraph 12.3, Licensee will have the option of extending the term of this Agreement (i) to March 31, 2031 (or earlier) and (ii) if so extended to March 31, 2031 incident to the exercise of the first option, to March 31, 2041 (or earlier). The exercise of each such option will be effective upon notice thereof from Licensee at least ninety (90) days before this Agreement otherwise would expire, except in the case of termination pursuant to paragraph 12.3. The terms of any such extensions will be as set forth herein, subject to the parties' agreement on royalty rates (to replace paragraph 4.3 hereof) and the minimum annual royalty (to replace paragraph 4.2 hereof). If Licensor and Licensee are unable to agree upon the royalty rate and the minimum annual royalty for the optional extension periods, such dispute will be resolved pursuant to paragraph 13.7. In the event that only one of the two entities comprising Licensee exercises its right to renew, then during such renewal period, the term "Licensee" will refer only to such renewing entity.

12.3 Notwithstanding the foregoing, Licensor may terminate this Agreement by notice to Licensee upon the occurrence of any of the following events:

- i) Licensee initiates bankruptcy proceedings, or any similar proceedings;
- ii) Licensee is adjudged bankrupt, or a receiver or trustee of Licensee's property is appointed;
- iii) Licensee makes a general assignment of its assets in favor of its creditors;
- iv) Licensee commits a substantial breach of a material provision of this Agreement, which

breach could be cured within thirty (30) days by using commercially reasonable efforts, and Licensee does not cure such breach within thirty (30) days of notice thereof from Licensor; or

v) Licensee commits a substantial breach of a material provision of this Agreement and either (i) does not commence commercially reasonable efforts to cure such breach within thirty (30) days of notice thereof by Licensor or (ii) does not continue making such efforts as long as it is commercially reasonable.

If termination hereof would occur by reason of subparagraphs (i), (ii), or (iii) as to a particular entity comprising Licensee, then termination of this Agreement will be applicable only to that entity; this Agreement will continue in full force and effect as to the other entity comprising Licensee. If termination hereof would occur by reason of subparagraphs (iv) or (v) as to performance of a particular entity comprising Licensee at a time when the entities comprising Licensee no longer are under common control, then termination of this Agreement will be applicable only to that entity; this Agreement will continue in full force and effect as to the other entity comprising Licensee.

12.4 No expiration or termination of this Agreement will affect sublicenses then in effect, and Licensee will continue to pay royalties to Licensor with respect to those sublicenses as long as any of those sublicenses remain in effect.

13. General Provisions.

13.1 The obligations and liabilities of Licensee contained herein shall be the joint and several obligations and liabilities of all entities that constitute Licensee so long as such entities are under common control. Once no longer under common control, the entities comprising Licensee will remain jointly and severally liable for minimum royalties pursuant to Sections 4.1 and 4.2, but will be severally and not jointly responsible for all other obligations hereunder, including, without limitation, payment of royalties accrued on their respective businesses pursuant to Section 4.3. Royalties due Licensor pursuant to paragraphs 4.1 and 4.3 shall be calculated based on aggregate Gross Receipts received by the entities that constitute Licensee. The entities that constitute Licensee may allocate among themselves the rights, benefits, claims, obligations and liabilities of Licensee hereunder as they may decide from time to time.

13.2 This Agreement and the rights, licenses and options granted herein will inure to the benefit of the parties hereto and their respective successors and assigns.

13.3 Except as otherwise provided herein, each party is responsible for all of its own costs and expenses incurred in the performance of its responsibilities under this Agreement.

13.4 The parties are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party will have authority to enter into agreements of any kind on behalf of the other party or otherwise to bind or obligate the other party in any manner to any third party.

13.5 All notices and other communications required or permitted to be given under this Agreement will be in writing. Unless a notice is returned undelivered, it will be considered effective three (3) business days after it is deposited in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, and addressed to the party as follows:

to Licensor: Lynn Bergeron and Robert O. Nagle,
Trustees
Trusts A and B created under the Will of
Victor J. Bergeron
20 Cosmo Place
San Francisco, California 94107

to Licensee: Trader Vic's
20 Cosmos Place
San Francisco, California 94107
Attn: President

and to: Trader Vic's Management Corporation
20 Cosmos Place
San Francisco, California 94107
Attn: President

unless by such notice a different address has been designated in writing by the applicable party.

13.6 All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the laws of the State of California as applied to agreements executed and performed wholly within California.

Jan 9 '97 15:17 P.12

13.7 Any and all claims, disputes, or controversies arising under, out of or in connection with this Agreement or the breach thereof, which either party reasonably believes have not been settled or resolved after at least ten (10) days of good faith negotiation between the parties or after the earlier refusal or inability of the other party to negotiate in good faith, will be resolved and settled at the request of either party by final and binding arbitration conducted in San Francisco, California. The arbitration will be conducted by an arbitrator mutually acceptable to the parties. If the parties cannot agree on an arbitrator, each party will appoint its own arbitrator and the two arbitrators so appointed will appoint the third arbitrator, who will conduct the arbitration. If the two arbitrators so appointed cannot agree on the third arbitrator, the third arbitrator will be appointed by the presiding judge of the Superior Court of the City and County of San Francisco, California. The arbitration will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator(s) will render the decision no more than forty-five (45) days after the parties first submit the claim, dispute or controversy to the arbitrator (excluding time spent in selecting the arbitrator). Judgment upon the arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be. The parties will divide equally the fees and costs of the arbitrator (or, if there are three arbitrators, of the third arbitrator) and of the American Arbitration Association. Otherwise, each party will bear its own costs, including the fees and costs of the arbitrator selected by that party if there are three arbitrators.

13.8 Neither party by mere lapse of time will be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, no waiver by either party of a particular breach of this Agreement by the other party will be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

13.9 If any provision of this Agreement is held to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby.

13.10 Each of the parties hereto acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that

this Agreement is the complete and exclusive statement of their agreement on these matters and supersedes all proposals (oral and written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating thereto. This Agreement may be amended only by a writing that refers to this Agreement and is signed by both parties.

13.11 Licensor and Licensee agree that:

13.11.1 Licensor or Licensee may not give a notice of default or termination of this Agreement except in a writing signed by a duly authorized representative of all entities and persons which constitute Licensor or Licensee, and no notice of default or termination given by only one entity or person will be effective.

13.11.2 No waiver or approval which is given by only one such entity or person will be binding on the others.

13.11.3 If only one such entity or person acts or fails to act in a manner that constitutes a breach of this Agreement, the others will not be responsible

for that breach except to the extent they authorize or join in the breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above by their duly authorized representatives.

LICENSEE:

TRADER VIG'S

By: [Signature]

Title: President & CEO

TRADER VIG'S MANAGEMENT CORPORATION

By: [Signature]

Title: President & CEO

LICENSOR

Trust A created under the Will of Victor J. Bergeron

By: [Signature]

Title: Trustees

Trust B created under the Will of Victor J. Bergeron

By: [Signature]

Title: Trustees

EXHIBIT C

EXHIBIT C

CONSENT TO SECURITY AGREEMENT

THIS CONSENT TO SECURITY AGREEMENT (as it may be amended, restated, supplemented, extended or renewed from time to time, the "Agreement") is made as of the March 11, 2008, among NUBECO, LLC, a California limited liability company ("Licensor"), GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender"), TRADER VIC'S, a California corporation, and TRADER VIC'S MANAGEMENT CORPORATION, a Delaware corporation (collectively, "Licensee").

RECITALS

A. Licensor is the sole owner of certain intellectual property used in connection with the operation and management of restaurants and gift and souvenir shops, specifically the trade name "Trader Vic's" (the "Trade Name") used for restaurants and gift and souvenir shops; the service marks identified in *Exhibit A* and the registration rights thereto (the "Service Marks"); certain recipes and instructional materials for the preparation of food in restaurants (the "Recipes"); certain confidential information and proprietary rights associated with the design and manufacture of barbecue ovens ("Oven Information") and certain trade dress (the "Trade Dress") used for restaurants and gift and souvenir shops. The Trade Name, Service Marks, Recipes, Oven Information and Trade Dress shall be referred to collectively herein as the "Intellectual Property." Licensor and Licensee have entered into a License Agreement with respect to the Intellectual Property, as more particularly described on *Exhibit B* (the "License Agreement").

B. Lender has agreed to make two loans to Licensee (the "Loan"), each of which will be secured by a security agreement (the "Security Agreement") by which Licensee shall grant Lender a security interest in the collateral of Licensee, including but not limited to Licensee's interest under the License Agreement.

C. Lender and Licensee have requested that Licensor enter into this Agreement to consent to the granting of a security interest to Lender with respect to the rights of Licensee in the License Agreement and the Intellectual Property.

NOW, THEREFORE, the parties represent, warrants, covenants, and agree as follows:

1. Estoppel. Licensor represents and warrants to Lender that, as of the date of this Agreement (a) the License Agreement is in full force and effect; (b) except as stated in *Exhibit B*, the License Agreement has not been modified, amended or changed in any material respect; (c) the License Agreement is the entire agreement between Licensor and Licensee with respect to the Intellectual Property; and (d) to the actual knowledge of Licensor, there are no existing defaults by Licensee under the License Agreement. This Agreement or a memorandum of Security Agreement may be recorded by Lender in the federal Patent and Trademark Office. Licensor acknowledges and agrees that no amendment, modification or waiver of a material provision of the License Agreement will be effective and binding against Lender or the successors and assigns of Lender, unless such amendment, modification or waiver has been approved in writing by Lender.

2. Consent. Licensor hereby consents to the execution by Licensee of the Security Agreement and agrees that the Security Agreement and the other documents executed or delivered in connection with the Loan (such other documents, together with the Security Agreement being referred to as the "Loan Documents"), insofar as such other Loan Documents affect or relate to the Intellectual Property, shall only encumber Licensee's interest in the Intellectual Property and License Agreement and shall not constitute a lien, encumbrance, assignment or security interest on or with respect to Licensor's rights under the License Agreement or the fee interest in the Intellectual Property. Licensor acknowledges that the Security Agreement may include a power of attorney in favor of Lender or other authorization for Lender to act in the place of Licensee. Licensor agrees to recognize and be bound by all such actions by Lender in the place of Licensee and accept such performance by Lender, to the extent provided in this Agreement. Lender shall not be deemed to have assumed Licensee's obligations under the License Agreement by virtue of Lender exercising its rights under such power of attorney unless and until Lender has expressly notified Licensee and Licensor in writing of Lender's intent to assume Licensee's interest in the License Agreement.

3. License Agreement Default; Cure by Lender.

(a) Licensor will send Lender a copy of any notice of default Licensor gives Licensee under the License Agreement (each, a "Default Notice") at the same time Licensor gives such Default Notice to Licensee.

(b) Lender may cure any Licensee default (a "Licensee Default") by Licensee within the greater of the actual cure period provided under the License Agreement or 15 days after Lender's receipt of a Default Notice of such Licensee Default. If the Licensee Default cannot be cured by the payment of money and Lender begins to cure the Licensee Default within the time period specified in the previous sentence and diligently continues to cure the Licensee

Default, such time period will be extended for as long as is reasonably necessary to cure the Licensee Default. If the Licensee Default is not cured within the greater of the applicable cure period set forth in the License Agreement for such default to be cured and the applicable minimum cure period described above for Lender to cure such default, and Licenser elects to terminate the License Agreement or Licensee's right to possession of the Intellectual Property, Licenser shall send Lender a written notice of termination (the "**Termination Notice**") prior to terminating such License Agreement or right of possession.

4. Lender's Right to Assign License Agreement or Enter New License Agreement.

(a) If Lender exercises its rights pursuant to the Security Agreement and expressly notifies Licensee and Licenser in writing of Lender's intent to assume Licensee's interest in the License Agreement:

(i) Lender may acquire or obtain the interest of Licensee under the License Agreement.

(ii) If Lender acquires the interest of Licensee under the License Agreement, Lender may further assign its interest as Licensee under the License Agreement to any third party approved by Licenser, such approval not to be unreasonably withheld, conditioned, or delayed. So long as such assignee assumes in writing Licensee's obligations under the License Agreement from and after the date of assignment, then, upon an assignment of the License Agreement by Lender as herein provided, Lender shall have no further liability under the License Agreement for obligations arising after such assignment.

(iii) If Lender takes possession of the Intellectual Property, Lender will not be required to continuously operate the Intellectual Property.

(b) At either Lender's or Licenser's election following Licenser's termination of the License Agreement as to the interest of Licensee or if the License Agreement has been terminated or rejected in any bankruptcy or insolvency proceeding, then in lieu of an assignment of the License Agreement, Licenser will enter into a new License Agreement of the Intellectual Property with Lender or a third party described in Section 4(a)(ii), which new License Agreement shall have the same terms as the License Agreement and for the remaining term of the License Agreement; provided, however, that Licenser shall not be obligated to enter into any such new License Agreement unless all Licensee Defaults which can be cured by the payment of money have been cured. Any such request for a new License Agreement must be made by Lender within 45 days after notification by Licenser to Lender that the License Agreement has been terminated or rejected in any bankruptcy or insolvency proceeding, provided, however that such 45-day period may be extended to 120 days.

5. Licensee's Joinder and Consent to Licenser's Actions. Licensee hereby consents to the execution and delivery of this Agreement, and Licensee agrees to the terms and conditions hereof notwithstanding any provision of the License Agreement or the Loan Documents to the contrary. Licensee hereby agrees that, from and after any Licensee Default and without creating any liability of Licenser in favor of Licensee, Licenser may take any and all actions deemed advisable by Licenser in order to exercise its rights under this Agreement, including communicating and or entering into agreements directly with Lender (with or without Licensee's knowledge and participation) regarding the Intellectual Property, the License Agreement, the Loan Documents and the subject matter of this Agreement. Licensee hereby releases Licenser and agrees to defend, indemnify and hold harmless Licenser and its officers, directors, agents and employees for, from and against any loss, claim, damage or expense relating to the Loan Documents or this Agreement, including Licenser's exercise of its rights under this Agreement. The foregoing indemnity shall be in addition to and not in limitation of any indemnities or similar agreements contained in the License Agreement and the foregoing indemnity shall survive the expiration or termination of this Agreement and/or the License Agreement.

6. Licenser Confirmation of Defaults and No Liens.

(a) Within 10 days after a request by Lender, Licenser shall provide Lender with a signed statement indicating whether or not any defaults exist under the License Agreement and such other matters concerning the Intellectual Property and the License Agreement as Lender may reasonably request.

(b) Licenser hereby represents, covenants and warrants that there are no liens or other security instruments encumbering Licenser's interest in the License Agreement or the Intellectual Property. Licenser hereby expressly agrees that it shall not execute any assignment, security agreement or other encumbrance upon the License Agreement or the Intellectual Property without the prior express written consent of Lender.

7. Notices.

(a) Addresses. All notices, demands, requests, directions or other communications (collectively, "Notices") required or expressly authorized to be made pursuant to this Agreement will be written and addressed (i) if to Licensor to the address set forth for Licensor on the Agreement signature page or such other address as shall be notified in writing to Lender after the date hereof; (ii) if to Lender, at the address set forth for Lender on the Agreement signature page or such other address as shall be notified in writing to Lender after the date hereof; and (iii) if to Licensee at the address set forth for Licensee on the Agreement signature page or such other address as shall be notified in writing to Licensor and Lender after the date hereof. Notices may be given by hand delivery; by overnight delivery service, freight prepaid; or by US mail, postage paid.

(b) Effectiveness. Notices given as described above shall be effective and be deemed to have been received (i) upon personal delivery to a responsible individual at the address of the recipient, if the Notice is given by hand delivery; (ii) one business day after delivery to an overnight delivery service, if notice is given by overnight delivery service; and (iii) two business days following deposit in US mail, if notice is given by US mail.

8. General Provisions.

(a) No Effect on Documents. Except as specifically set forth in this Agreement, nothing contained in this Agreement shall have any effect whatsoever on: (i) the License Agreement or any document related thereto or executed in connection therewith; (ii) the obligations of Licensee under the License Agreement or any other document executed by and between Licensee and Licensor, whether or not related to the Intellectual Property; (iii) the rights of Licensor under the License Agreement or any document related thereto or executed in connection therewith or any other document executed by and between Licensee and Licensor, whether or not related to the Intellectual Property, or (iv) guaranties of the License Agreement, if any, and Licensor specifically retains any and all rights it may have against any guarantors of any of Licensee's obligations under the License Agreement.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

(c) Controlling Law. This Agreement shall be governed by and construed in accordance with Arizona law, without regard to its principles of conflicts of law, except as otherwise provided in this Agreement or the UCC.

(d) No Recording. Except at the option or direction of Lender in Lender's sole and absolute discretion, neither this Agreement nor any memorandum or excerpt hereof may be recorded.

(e) Inconsistent Provisions. If any of the provisions, terms, and conditions hereof are ambiguous or inconsistent, or conflict with any of the terms and provisions of the License Agreement, the Loan Documents, any amendments thereto, or any other documents executed in connection therewith, the provisions, terms, and conditions of this Agreement shall control.

(f) Licensor and Licensor's Liability under this Agreement. The term "Licensor" as used in this Agreement means the owner from time to time of the Intellectual Property. Neither Licensor nor any member, partner, shareholder or beneficiary thereof shall have any personal liability with respect to any of the provisions of this Agreement, and if Licensor is in default with respect to its obligations hereunder, Lender shall look solely to the equity of Licensor in the License Agreement and the Intellectual Property.

(g) Indemnification. Licensor shall, protect, defend, indemnify, release and hold harmless each of the Indemnified Parties (as defined below) for, from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees, court costs and other costs of defense) (collectively, "Losses") relating in any manner to the Intellectual Property, including, without limitation, Losses arising from (a) any representation or warranty made herein by Licensor, in any certificate delivered in connection herewith or in any other agreement to which Licensor is a party or pursuant thereto being false or misleading in any material respect as of the date such representation or warranty was made, and (b) any lien, encumbrance or claim arising on or against the Intellectual Property under any applicable regulation or otherwise which Licensor is obligated hereunder to remove and discharge, or the failure to comply with any applicable regulation. The term "Indemnified Parties" means Lender and its directors, officers, shareholders, trustees, beneficial owners, partners and members, any directors, officers, shareholders, trustees, beneficial owners, partners, members of any shareholders, beneficial owners, partners or members of Lender, and all employees, agents, servants, representatives, contractors, subcontractors, affiliates,

subsidiaries, participants, successors and assigns of any of the foregoing, including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of the assets and business of Lender.

(b) WAIVER OF JURY TRIAL. LICENSOR, LICENSEE AND LENDER UNCONDITIONALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP OF ANY PARTY TO ANY OTHER PARTY UNDER THIS AGREEMENT. THE PARTIES INTEND THAT THIS WAIVER SHALL BE BROADLY CONSTRUED TO APPLY TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN ANY OF THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN AGREEMENT TO A TRIAL BY THE COURT. Licensor, Lender and Licensee intend and agree that the immediately preceding provision, in which such persons waive their rights to a jury trial, is valid and shall be given effect. If, however, any action or proceeding is filed and maintained in a court in the State of California by or against any such person in connection with any of the transactions contemplated by this Agreement, and if, in that action or proceeding the immediately preceding provision is held to be invalid or unenforceable for any reason, Licensor, Lender and Licensee agree that, pursuant to California Code of Civil Procedure Section 638, et seq. (collectively, "Section 638") the following shall apply as the sole method for dispute resolution:

(i) Such persons shall move the court to appoint one referee to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of Lender, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court;

(ii) Such persons shall base this request upon the fact that they are parties to a written contract that provides that any controversy arising therefrom shall be heard by a referee, and such Persons intend that this paragraph create a reference agreement within the meaning of Section 638;

(iii) Such persons shall confer in good faith and seek to agree upon a referee and move that such person be appointed;

(iv) If such persons are unable to agree upon the person who shall serve as referee within 30 days following the filing of the complaint, then each party shall submit to the court within 30 days thereafter up to three nominees for appointment as referee and shall move the court to appoint one person from among the nominees against whom there is no legal objection; each person nominated by a party must either be (1) a former or retired judge with experience adjudicating commercial cases or (2) an attorney with at least 10 years of experience litigating commercial disputes; and

(v) Licensee shall be responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

(i) Execution and 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 shall be as effective as delivery of a manually executed counterpart thereof.

(SIGNATURES ON FOLLOWING PAGES)

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation

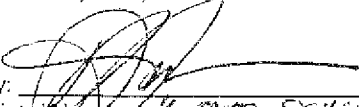
By: 
Printed Name: _____
Title: _____ **MICHELLE UNDERWOOD**
AUTHORIZED SIGNATORY

Address for Notices:

8377 East Hartford Drive
Suite 200
Scottsdale, Arizona 85255
Attention: Collateral Management

LICENSOR:

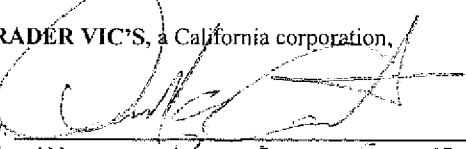
NUBECO, LLC, a California limited liability company

By: 
Printed Name: H JAMES SCHAPER
Title: PRESIDENT

Address for Notices:

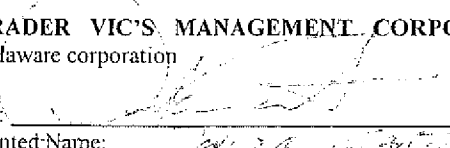
David Carter
Chief Executive Officer
999 Fifth Ave. Suite 590
San Rafael, CA 94901

LICENSEE:

TRADER VIC'S, a California corporation,
By: 
Printed Name: DAVID A. CARTER
Title: CEO

Address for Notices:

David Carter
Chief Executive Officer
999 Fifth Ave. Suite 590
San Rafael, CA 94901

TRADER VIC'S MANAGEMENT CORPORATION, a
Delaware corporation
By: 
Printed Name: DAVID A. CARTER
Title: CEO

Address for Notices:

David Carter
Chief Executive Officer
999 Fifth Ave. Suite 590
San Rafael, CA 94901

EXHIBIT A

Description of Marks

Service Mark	Reg. No.	Date Issued	Goods
Trader Vic's	693,619	2/23/1960	Restaurant, catering and banquet services - Class 100
The Traders	876,214	9/2/1969	Restaurant, catering and banquet services - Class 100
Trader Vic's Boathouse Bar	1,252,552	9/27/1983	Bar Services - Class 42
Menehunes	1,177,644	11/10/1981	Restaurant, catering and banquet services - Class 100

State Registrations

State	Mark	Reg. No.	Date Issued	Goods
California	Trader Vic's	23	12/20/1967	Restaurant, catering and banquet services
Texas	Trader Vic's	26,339	5/17/1967	

Any and all rights of Licensor to the above marks and registrations of those marks in other jurisdictions and countries also are covered

EXHIBIT B

Description of License Agreement including all Amendments and Assignments

"License Agreement" means that certain License Agreement dated as of April 1, 1991 by and between Debtor and Nubeco, LLC, as successor in interest to Trust A created under the Will of Victor J. Bergeron dated July 9, 1981, and codicils thereto dated December 29, 1981 and May 22, 1984 (*"Trust A"*), Trust B created under the Will of Victor J. Bergeron dated July 9, 1981, and codicils thereto dated December 29, 1981 and May 22, 1984 (*"Trust B"*) and all amendments, assignments, modifications and supplements thereto, including, but not limited to, the following:

- That certain Amendment to the License Agreement dated June 12, 2003.