

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
John D Maatta		08/16/2011	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Nubeco, LLC
<b>Street Address:</b>	5650 Imhoff Drive
<b>Internal Address:</b>	Suite I
<b>City:</b>	Concord
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94520
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	384083	TRADER VIC'S
Registration Number:	502788	TRADER VIC'S
Registration Number:	629234	TRADER VIC'S
Registration Number:	693619	TRADER VIC'S
Registration Number:	814630	KAFE-LA-TE
Registration Number:	909678	TRADER VIC'S
Registration Number:	1563912	
Registration Number:	3628346	TRADER VIC'S MAI TAI LOUNGE
Registration Number:	3720611	HOME OF THE ORIGINAL MAI TAI
Registration Number:	3931479	SEÑOR PICO
Registration Number:	3754719	ORIGINAL MAI TAI
Registration Number:	2552786	TRADER VIC'S
Registration Number:	3119018	TASTE THE WORLD

OP \$490.00 384083

Registration Number:	2663339	MENEHUNE JUICE
Registration Number:	3004511	TRADER VIC'S
Registration Number:	3004512	
Registration Number:	3474113	TRADER VIC'S
Serial Number:	77782610	TASTE THE WORLD
Serial Number:	85039209	TRADER VIC'S

**CORRESPONDENCE DATA**

Fax Number: (415)456-1921  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4154564000  
Email: jkarnar@keeginharrison.com  
Correspondent Name: Jessica Karnar  
Address Line 1: 1000 Fourth Street  
Address Line 2: Suite 600  
Address Line 4: San Rafael, CALIFORNIA 94901

ATTORNEY DOCKET NUMBER:	TRADER VIC'S/NUBECO
NAME OF SUBMITTER:	Jessica Karnar
Signature:	/jessica karnar/
Date:	08/16/2011


**Total Attachments: 6**  
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August 15, 2011

United States Patent and Trademark Office:

Reference is made to the enclosed Security Agreement between NUBECO as Debtor and myself, John D. Maatta, as Secured Party dated as of September 9, 2010, with Capitalized terms herein as defined in such enclosed Security Agreement. All Secured Obligations having been satisfied, my Security Interest in the Collateral has been released and I no longer have or claim any interest in the Collateral. Please cancel and release my interest as Assignee under Reel/Frame Number: 4296/0451.

Thank you,

  
John D. Maatta

Principal Amount paid in full - security Agreement cancelled  
Open 2 months  
8/15/11

## 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@cwtv.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: H. J. SCHARF

Title: PRESIDENT

  
\_\_\_\_\_  
JOHN D. MAATTA