

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387373

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KYO-YA HOTELS & RESORTS, LP		06/07/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUMITOMO MITSUI BANKING CORPORATION		
<b>Street Address:</b>	1-2, Marunouchi 1-Chome, Chiyoda-ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	100-0005		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0831216	ROYAL HAWAIIAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415-268-6538		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Tarylo		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	56427-15		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/JLT/		
<b>DATE SIGNED:</b>	06/08/2016		
<b>Total Attachments: 9</b>			
source=IP Security Agreement - Short Form#page1.tif			
source=IP Security Agreement - Short Form#page2.tif			
source=IP Security Agreement - Short Form#page3.tif			
source=IP Security Agreement - Short Form#page4.tif			

CH \$40.00 0831216

source=IP Security Agreement - Short Form#page5.tif  
source=IP Security Agreement - Short Form#page6.tif  
source=IP Security Agreement - Short Form#page7.tif  
source=IP Security Agreement - Short Form#page8.tif  
source=IP Security Agreement - Short Form#page9.tif

## SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”), dated June 7, 2016, is made by **KYO-YA HOTELS & RESORTS, LP**, a Delaware limited partnership, having an office at 2255 Kalakaua Avenue, Honolulu, Hawaii 96815 (“**Pledgor**”), in favor of **SUMITOMO MITSUI BANKING CORPORATION**, a Japanese corporation, having an address at 1-2, Marunouchi 1-Chome, Chiyoda-ku, Tokyo 100-0005, Japan (together with its successors and assigns, “**Lender**”),

WHEREAS, Pledgor and Lender have entered into the Loan Documents, dated as of June 7, 2016 (as amended, amended and restated, replaced supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which Lender has agreed to make a loan to Pledgor (the “**Loan**”), secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan, Pledgor and Lender have entered into the Intellectual Property Security Agreement, dated June 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce Lender to make the Loan to Pledgor.

WHEREAS, under the terms of the Intellectual Property Security Agreement, Pledgor has granted to Lender a security interest in, among other property, certain intellectual property of Pledgor, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

SECTION 1. Grant of Security. Pledgor hereby grants to Lender a security interest in all of Pledgor’s right, title and interest in and to the following (the “**Collateral**”): the United States registered Trademarks (as defined in the Intellectual Property Security Agreement), which are set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Pledgor under this IP Security Agreement secures the payment of all Obligations of Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by Pledgor to Lender under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Pledgor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement. Pledgor further hereby authorizes Lender to file a Recordation Form Cover Sheet, and to do and perform any and all acts for an on behalf of Pledgor which may be necessary or desirable to record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

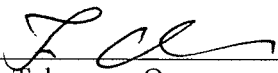
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, all as of the date set forth above.

PLEDGOR:

KYO-YA HOTELS & RESORTS, LP, a  
Delaware limited partnership

By: KYO-YA USA, LLC, a Delaware  
limited liability company, its sole  
general partner

By:   
Name: Takamasa Osano  
Title: President

[Signature Page Continues]

LENDER:

SUMITOMO MITSUI BANKING  
CORPORATION,  
a Japanese corporation

By:           *H. Koide*            
Name: Hiroyuki Koide  
Title: General Manager at Kyobashi  
Corporate Business Office

**SCHEDULE A**

**INTELLECTUAL PROPERTY/WEBSITES**

**Trademarks**

United States - Federal registrations and applications:

<u>Mark</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
Royal Hawaiian	0831216	06/27/1967

United States - State Marks:

<u>Mark</u>	<u>State</u>	<u>(App. No.) Reg. No.</u>	<u>(Filing Date) Registration Date</u>
GC Lounge	California	120473	10/26/15
Maxfield's	California	54212	11/29/00
Palace Hotel	California	54225	11/29/00
Palace Hotel (& Design)	California	54157	11/29/00
The Garden Court	California	54213	11/29/00
The Garden Court (& Design)	California	120271	09/14/15
The Pied Piper Bar	California	54214	11/29/00
Azure Restaurant	Hawaii	4064584	07/10/08
Azure Restaurant (& Design)	Hawaii	4068250	11/26/08
Beach Club at the Moana	Hawaii	4124269	12/13/13
Beachhouse at the Moana	Hawaii	4066588	10/01/08
bin 1901	Hawaii	4100823	11/18/11
bin 1901 (& Design)	Hawaii	4104072	02/28/12
Black Rock Kitchen	Hawaii	4134296	09/12/14
Black Rock Lounge	Hawaii	4143327	04/22/15
Black Rock Steak & Seafood	Hawaii	4068531	12/09/08
Black Rock Terrace	Hawaii	4093784	03/22/11
Coconut Wireless	Hawaii	216409	10/28/87
Collections of Waikiki	Hawaii	4082333	03/25/10
Coronet Lounge	Hawaii	4064155	06/20/08
Discovery Room	Hawaii	143005	10/09/91
From the Farm to the Plate	Hawaii	4073663	06/01/09
Gift (& Design)	Hawaii	4109415	08/28/12
Gift Amenity Store	Hawaii	4108932	08/10/12

Hanohano Room	Hawaii	210572	02/04/87
Hapas Pizza	Hawaii	4127852	03/31/14
Helumoa Playground	Hawaii	4069204	01/09/09
Honu Snack Shop	Hawaii	210781	04/09/97
In Celebration of Aloha (& Design)	Hawaii	4032117	04/12/05
Kai Market	Hawaii	4067265	10/21/08
Kai Market (& Design)	Hawaii	4075928	08/14/09
Keka`a Terrace	Hawaii	196720	10/25/95
Lagoon Bar	Hawaii	210782	04/09/97
Lani Kai Room	Hawaii	4067269	10/21/08
Leahi Club Lounge	Hawaii	4124272	12/13/13
Link Lounge	Hawaii	4098686	09/12/11
LIQUIDLIGHT 3D	Hawaii	4137133	11/26/14
Lurline Room	Hawaii	4064151	06/20/08
Mai Tai Bar	Hawaii	212097	05/26/87
Mai Tai Bar (& Design)	Hawaii	4068251	11/26/08
Mailani Beach Tower	Hawaii	4140169	02/12/15
Mailani Lounge	Hawaii	4142011	03/27/15
Mailani Tower	Hawaii	4142012	03/27/15
Mailani Tower (& Design)	Hawaii	4142008	03/27/15
Maui Nui Luau	Hawaii	4134297	09/12/14
Mele at the Moana	Hawaii	4147426	07/27/15
Mele at the Moana (& Design)	Hawaii	4147740	07/31/15
Moana Hotel	Hawaii	210411	03/18/87
Moana Surfrider	Hawaii	251179	11/06/00
Moana-Surfrider Hotel	Hawaii	4028230	11/26/04
Monarch Room	Hawaii	142109	09/16/91
Pink is the NEW GREEN (& Design)	Hawaii	4123990	11/15/13
Restaurant Azure	Hawaii	4065074	08/01/08
Royal Hawaiian Beach Club	Hawaii	4064152	06/20/08
Royal Hawaiian Hotel	Hawaii	196721	12/30/85
Royal Hawaiian Hotel (& Design)	Hawaii	4068596	11/26/08
Royal Hawaiian Luau	Hawaii	4009882	05/09/03
Rumfire	Hawaii	4057225	09/21/07
Sheraton Maui (& Design)	Hawaii	211052	04/10/97
Sheraton Maui Hotel	Hawaii	4028395	12/02/04
Sheraton Maui Resort & Spa	Hawaii	4064258	06/25/08
Sheraton Waikiki Hotel	Hawaii	4028221	11/26/04
Sheraton Waikiki Resort	Hawaii	4074199	06/18/09
Sheraton Waikiki Waikiki Beach Resort (& Design)	Hawaii	4111643	11/16/12
Sundowner Bar	Hawaii	145375	10/09/91



Surf Lanai	Hawaii	4064299	06/27/08
Surf Lanai (& Design)	Hawaii	4068648	12/10/08
Surf Room	Hawaii	212099	05/26/87
Surfrider Café	Hawaii	4115846	04/01/13
Teppan-yaki Dan	Hawaii	210784	04/09/97
The Banyan Veranda	Hawaii	245420	06/06/90
The Beachside Café	Hawaii	142106	09/16/91
The Cliff Dive Bar	Hawaii	4077935	10/20/09
The Cliff Dive Grill	Hawaii	4134295	09/12/14
The Coral Reef Restaurant	Hawaii	196719	10/25/95
The Edge of Waikiki	Hawaii	4067266	10/21/08
The Edge of Waikiki (& Design)	Hawaii	4068253	11/26/08
The Makana Chapel	Hawaii	4112024	11/26/12
The Moana Chapel	Hawaii	4074984	07/17/09
The Moana Lani Spa	Hawaii	4053343	04/30/07
The Reef's Edge	Hawaii	210783	04/09/97
The Reservations Center	Hawaii	257105	12/17/01
The Room	Hawaii	4112023	11/26/12
The Royal Hawaiian Hotel Waikiki (& Design)	Hawaii	4068599	11/26/08
The Royal Hawaiian Resort Waikiki	Hawaii	4164013	04/07/16
The Royal Hawaiian Resort Waikiki (& Design)	Hawaii	4165394	04/07/16
The Tour and Activity Company	Hawaii	4027803	11/12/04
The Veranda	Hawaii	4105937	05/04/12
TRH Inspired	Hawaii	4071588	03/27/09
Veranda Restaurant	Hawaii	4058652	10/26/07
Vintage 1901	Hawaii	4147425	07/27/15
Vintage 1901 (& Design)	Hawaii	4147753	07/31/16
Waikiki Collections	Hawaii	4082334	03/25/10
Wiki Wiki	Hawaii	4036012	08/15/05
Wish StarWish A charity fundraising effort by the associates of the Sheraton Maui Resort & Spa (& Design)	Hawaii	4130295	05/14/14

## Domain Name

<http://www.sheraton-waikiki.com/>  
<http://www.sheratonwaikiki.com/>  
<http://jp.sheraton-waikiki.com/>  
<http://kr.sheraton-waikiki.com/>  
<http://cn.sheraton-waikiki.com/>  
<http://kaimarketwaikiki.com>  
<http://rumfirewaikiki.com>  
<http://www.royal-hawaiian.com/>  
<http://www.royalhawaiianhotel.com/>  
<http://jp.royal-hawaiian.com/>  
<http://kr.royal-hawaiian.com/>  
<http://www.azurewaikiki.com/>  
<http://ahaainaattheroyal.com>  
<http://mailaniattheroyal.com>  
<http://mailanibeachtower.com>  
<http://www.royal-hawaiianluau.com/>  
<http://jp.royal-hawaiianluau.com/>  
<http://OnlyattheRoyal.com>  
<http://www.moana-surfrider.com/>  
<http://moanahotel.com>  
<http://moanasurfrider.com>  
<http://jp.moana-surfrider.com/>  
<http://kr.moana-surfrider.com>  
<http://moanalanspa.com>  
<http://jp.moanalanspa.com/>  
<http://mangoesatthemoana.com>  
<http://www.sheratonmaui.com/>  
<http://www.sheraton-maui.com/>  
<http://jp.sheraton-maui.com/>  
<http://kr.sheraton-maui.com/>  
<http://cliffdivegrill.com>  
<http://cliffdivegrillmaui.com>  
<http://teppanyakidan.com>  
<http://blackrockkitchen.com/>  
<http://www.sfpalace.com/>  
<http://www.sfpalace.biz>  
<http://www.sfpalace.info>  
<http://www.sfpalacerestaurants.com>  
<http://www.collectionsofwaikiki.com>  
<http://jp.collectionsofwaikiki.com>  
<http://cn.collectionsofwaikiki.com>  
<http://kr.collectionsofwaikiki.com>  
<http://www.KyoyaHotelsandResorts.com>  
<http://www.Kyo-yaHotelsandResorts.com>

<http://www.KyoyaCompany.com>  
<http://www.Kyo-yaCompany.com>  
<http://www.KyoyaHawaii.com>

la-1314061

**RECORDED: 06/09/2016**

**TRADEMARK**  
**REEL: 005812 FRAME: 0776**