

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI208319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ally Bank		05/01/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	HRA IP Holdings, LLC,		
Street Address:	21500 Biscayne Blvd		
Internal Address:	Suite 900		
City:	Aventura		
State/Country:	FLORIDA		
Postal Code:	33081		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	7031864	HARURA SUSHI	
Registration Number:	7031862	HARURA	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5032243380		
Email:	kris.fiarito@stoel.com,alfredo.villanueva@stoel.com		
Correspondent Name:	Alfredo Villanueva		
Address Line 1:	760 SW Ninth Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	68288-24		
NAME OF SUBMITTER:	Kris Roche		
SIGNATURE:	Kris Roche		
DATE SIGNED:	05/02/2024		
Total Attachments: 3			
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**ALLY BANK
TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of May 1, 2024 (this "Release"), is made by Ally Bank, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") in favor of HRA IP Holdings, LLC, a Florida limited liability company (the "Grantor"). All capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to them in the Trademark Security Agreement, whether directly therein, or by reference to another agreement.

WHEREAS, reference is made to (a) the Credit Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Safflower Holdings LLC, a Delaware limited liability company, Safflower Holdings Corp., a Delaware corporation (together, "Holdings"), and Benihana, Inc., a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Administrative Agent, and (b) the Guaranty and Security Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), among the Holdings, Borrower, the other grantors party thereto and Administrative Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor executed and delivered in favor of the Administrative Agent that certain Trademark Security Agreement, dated as of July 20, 2023 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office (the "USPTO") on July 27, 2023 at Reel 8147, Frame 0183;

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, the Grantor granted and pledged to the Administrative Agent, for the benefit of the Lender Group, a continuing security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Collateral, including the Trademarks listed on Schedule A attached hereto (the "Trademark Collateral"); and

WHEREAS, the Grantor and the Administrative Agent desire that the Administrative Agent terminate its Security Interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (a) terminates the Trademark Security Agreement, (b) irrevocably terminates, cancels, discharges, and releases the Security Interest in the Trademark Collateral, and (c) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Administrative Agent or representation or warranty of any kind.

The Grantor, or any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral) is hereby authorized to record this Release with the USPTO at the Grantor's expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Lender Group, has caused this Termination and Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

ALLY BANK, as Administrative Agent

By: David Manheim
Name: David Manheim
Title: Authorized Signatory

[Signature Page]

Termination and Release of Trademark Security Agreement

TRADEMARK
REEL: 008419 FRAME: 0053

Schedule A
TRADEMARKS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
HRA IP Holdings, LLC	USA	HARURA SUSHI	7031864	April 18, 2023
HRA IP Holdings, LLC	USA	HARURA	7031862	April 18, 2023

Trade Names

None.

Common Law Trademarks

Grantor	Country	Mark
HRA IP Holdings, LLC	USA	HARURA }.u.s.h.i.

Trademarks Not Currently In Use

None.

Trademark Licenses

License from Noodle Time to Benihana National Corporation for use of the Benihana name.

License from Benihana National Corporation to each of the Benihana entities on schedule for use of the Benihana Name.

License from RA Sushi Holding Corp. to RA entities for use of the RA Sushi name.

License from HRA IP Holding LLC to the HRA entities for use of HRA.