

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1208343

| | | | |
|------------------------------|------------------------------|-----------------------|-----------------------|
| 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: | Haru Holding Corp. | | |
| Street Address: | 8750 N.W. 36th Street | | |
| Internal Address: | Suite 300 | | |
| City: | Doral | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33178 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Company Name: | Noodle Time, Inc. | | |
| Street Address: | 8750 N.W. 36th Street | | |
| Internal Address: | Suite 300 | | |
| City: | Doral | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33178 | | |
| Entity Type: | Corporation: FLORIDA | | |
| Company Name: | RA Sushi Holding Corp. | | |
| Street Address: | 8750 N.W. 36th Street | | |
| Internal Address: | Suite 300 | | |
| City: | Doral | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33178 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Company Name: | The Samurai, Inc. | | |
| Street Address: | 8750 N.W. 36th Street | | |
| Internal Address: | Suite 300 | | |
| City: | Doral | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33178 | | |
| Entity Type: | Corporation: NEW YORK | | |

OP \$1215.00.00 74521920

PROPERTY NUMBERS Total: 48

| Property Type | Number | Word Mark |
|----------------------|---------------|----------------------------------|
| Registration Number: | 2030592 | |
| Registration Number: | 2851354 | |
| Registration Number: | 1426792 | |
| Registration Number: | 3928723 | |
| Registration Number: | 937781 | |
| Registration Number: | 2983575 | |
| Registration Number: | 5150349 | |
| Registration Number: | 3784161 | BENIHANA |
| Registration Number: | 5150351 | BENIHANA |
| Registration Number: | 5150352 | BENIHANA |
| Registration Number: | 1371624 | BENIHANA |
| Registration Number: | 1412570 | BENIHANA |
| Registration Number: | 3928737 | BENIHANA |
| Registration Number: | 1230609 | BENIHANA |
| Registration Number: | 2778343 | BENIHANA HERB TEA |
| Registration Number: | 940142 | BENIHANA OF TOKYO |
| Registration Number: | 4320373 | EXPERIENCE THE ORIGINAL |
| Registration Number: | 4030723 | KABUKI KIDS |
| Registration Number: | 4030722 | KABUKI KIDS |
| Registration Number: | 2762510 | KENMEI-ICHIBANCHA |
| Registration Number: | 4221563 | THE CHEF'S TABLE |
| Registration Number: | 3843673 | THE CHEF'S TABLE C |
| Registration Number: | 2546193 | HARU |
| Registration Number: | 2709147 | HARU |
| Registration Number: | 4125100 | HARU |
| Registration Number: | 4111688 | ACCESS |
| Registration Number: | 4622529 | HARU CATERERS |
| Registration Number: | 4622530 | HARU CATERERS |
| Registration Number: | 4985097 | HARU RESTAURANT SUSHI BAR |
| Registration Number: | 3087775 | RA |
| Registration Number: | 4063423 | |
| Registration Number: | 3087776 | IT'S MORE FUN IN THE RA |
| Serial Number: | 87289336 | BENIHANA GRILL |
| Serial Number: | 87602246 | BENIHANA ORIGINAL YUM YUM SAUCE |
| Serial Number: | 87706988 | BENIHANA |
| Serial Number: | 87714093 | BENIHANA THE JAPANESE STEAKHOUSE |
| Serial Number: | 87714095 | ROCKY'S CHOICE |

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------|
| Serial Number: | 87748755 | RED FLOWER |
| Serial Number: | 87830353 | BENIHANA ORIGINAL YUM YUM SAUCE |
| Registration Number: | 3408349 | RA SUSHI BAR RESTAURANT |
| Registration Number: | 4163607 | THE HOOK UP |
| Registration Number: | 4199774 | RA |
| Registration Number: | 3531838 | RA SUSHI |
| Registration Number: | 2209246 | RA |
| Registration Number: | 4307449 | RA |
| Registration Number: | 5201724 | EXPLORE YOUR RA SIDE |
| Registration Number: | 4072721 | SAMURAI STEAK - SEAFOOD - SUSHI |
| Serial Number: | 87830370 | SAMURAI ORIGINAL YUM YUM SAUCE |

CORRESPONDENCE DATA

Fax Number: 5032202480

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.

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: 7

- source=1 - Release of Trademark Security Agreement (Executed)#page1.tif
- source=1 - Release of Trademark Security Agreement (Executed)#page2.tif
- source=1 - Release of Trademark Security Agreement (Executed)#page3.tif
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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 Haru Holding Corp., a Delaware corporation, Noodle Time, Inc., a Florida corporation, RA Sushi Holding Corp., a Delaware corporation, and The Samurai, Inc., a New York corporation (collectively, jointly and severally, the "Grantors" and each individually, a "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 Grantors, the other grantors party thereto and Administrative Agent;

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors executed and delivered in favor of the Administrative Agent that certain Trademark Security Agreement, dated as of June 28, 2018 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office (the "USPTO") on June 28, 2018 at Reel 6366, Frame 0368;

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, the Grantors 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 Grantors' 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 Grantors 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 Grantors 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 Grantors, or any successor to the Grantors (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 Grantors' 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


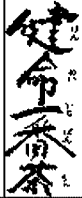





By: David Manheim
Name: David Manheim
Title: Authorized Signatory


[Signature Page]





Termination and Release of Trademark Security Agreement


TRADEMARK
REEL: 008419 FRAME: 0070

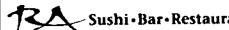





Schedule A
TRADEMARK REGISTRATIONS/APPLICATIONS

| COUNTRY | MARK | SERIAL NO. | FILED | REGN. NO. | REGISTERED | OWNER |
|---------------|---|------------|------------|-----------|------------|-------------------|
| United States |  | 74/521,920 | 4/29/1994 | 2030592 | 1/14/1997 | Noodle Time, Inc. |
| United States |  | 76/331,664 | 10/25/2001 | 2851354 | 6/8/2004 | Noodle Time, Inc. |
| United States |  | 73/586,170 | 3/5/1986 | 1426792 | 1/27/1987 | Noodle Time, Inc. |
| United States |  | 85/115,397 | 8/25/2010 | 3928723 | 3/8/2011 | Noodle Time, Inc. |
| United States |  | 72/392,626 | 5/20/1971 | 937781 | 7/11/1972 | Noodle Time, Inc. |
| United States |  | 76/468,026 | 11/19/2002 | 2983575 | 8/9/2005 | Noodle Time, Inc. |
| United States |  | 87/092,819 | 7/5/2016 | 5150349 | 2/28/2017 | Noodle Time, Inc. |
| United States | BENIHANA | 77/829,100 | 9/17/2009 | 3784161 | 5/4/2010 | Noodle Time, Inc. |
| United States | BENIHANA | 87/092,826 | 7/5/2016 | 5150351 | 2/28/2017 | Noodle Time, Inc. |

| COUNTRY | MARK | SERIAL NO. | FILED | REGN. NO. | REGISTERED | OWNER |
|---------------|---|------------|------------|-----------|------------|-------------------|
| United States | BENIHANA | 87/092,829 | 7/5/2016 | 5150352 | 2/28/2017 | Noodle Time, Inc. |
| United States | BENIHANA | 73/405,598 | 12/10/1982 | 1371624 | 11/19/1985 | Noodle Time, Inc. |
| United States | BENIHANA | 73/586,169 | 3/5/1986 | 1412570 | 10/7/1986 | Noodle Time, Inc. |
| United States | BENIHANA | 85/124,979 | 9/8/2010 | 3928737 | 3/8/2011 | Noodle Time, Inc. |
| United States | BENIHANA | 73/359,594 | 4/13/1982 | 1230609 | 3/8/1993 | Noodle Time, Inc. |
| United States | BENIHANA GRILL | 87/289,336 | 1/4/2017 | N/A | N/A | Noodle Time, Inc. |
| United States | BENIHANA HERB TEA | 76/308,897 | 9/5/2001 | 2778343 | 10/28/2003 | Noodle Time, Inc. |
| United States | BENIHANA OF TOKYO | 72/392,627 | 5/20/1971 | 940142 | 8/1/1972 | Noodle Time, Inc. |
| United States | EXPERIENCE THE ORIGINAL | 85/693,222 | 8/2/2012 | 4320373 | 4/16/2013 | Noodle Time, Inc. |
| United States | KABUKI kids | 85/082,425 | 7/12/2010 | 4030723 | 9/27/2011 | Noodle Time, Inc. |
| United States | KABUKI KIDS | 85/082,398 | 7/12/2010 | 4030722 | 9/27/2011 | Noodle Time, Inc. |
| United States | KENMEI-ICHIBANCHA | 76/331,659 | 10/25/2001 | 2762510 | 9/9/2003 | Noodle Time, Inc. |
| United States | THE CHEF'S TABLE | 85/555,344 | 2/28/2012 | 4221563 | 10/9/2012 | Noodle Time, Inc. |
| United States |  | 77/712,784 | 4/13/2009 | 3843673 | 9/7/2010 | Noodle Time, Inc. |
| United States | BENIHANA ORIGINAL YUM YUM SAUCE | 87/602,246 | 9/9/2017 | N/A | N/A | Noodle Time, Inc. |
| United States | BENIHANA | 87/706,988 | 12/4/2017 | N/A | N/A | Noodle Time, Inc. |

| COUNTRY | MARK | SERIAL NO. | FILED | REGN. NO. | REGISTERED | OWNER |
|---------------|---|------------|------------|-----------|------------|------------------------|
| United States | BENIHANA THE JAPANESE STEAKHOUSE | 87/714,093 | 12/8/2017 | N/A | N/A | Noodle Time, Inc. |
| United States | ROCKY'S CHOICE | 87/714,095 | 12/8/2017 | N/A | N/A | Noodle Time, Inc. |
| United States | RED FLOWER | 87/748,755 | 1/9/2018 | N/A | N/A | Noodle Time, Inc. |
| United States | BENIHANA ORIGINAL YUM YUM SAUCE | 87/830,353 | 3/12/2018 | N/A | N/A | Noodle Time, Inc. |
| United States |  | 76/045,818 | 5/10/2000 | 2546193 | 3/12/2002 | Haru Holding Corp. |
| United States | HARU | 76/419,458 | 6/11/2002 | 2709147 | 4/22/2003 | Haru Holding Corp. |
| United States |  | 85/381,901 | 7/27/2011 | 4125100 | 1/24/2012 | Haru Holding Corp. |
| United States | ACCESS | 85/381,910 | 7/27/2011 | 4111688 | 3/13/2012 | Haru Holding Corp. |
| United States | HARU CATERERS | 86/145,817 | 12/17/2013 | 4622529 | 5/27/2014 | Haru Holding Corp. |
| United States |  | 86/145,868 | 12/17/2013 | 4622530 | 5/27/2014 | Haru Holding Corp. |
| United States |  | 86/662,409 | 6/15/2015 | 4985097 | 1/19/2016 | Haru Holding Corp. |
| New York | HARU | S20853 | Unknown | S20853 | 3/17/2009 | Noodle Time, Inc. |
| United States | RA | 78/641,586 | 6/1/2005 | 3,087,775 | 5/2/2006 | RA Sushi Holding Corp. |

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|---------------|---|------------|---------------|-----------|------------|---------------------------|
| United States | IT'S MORE FUN IN THE RA | 78/641,594 | 6/1/200 5 | 3,087,776 | 5/2/2006 | RA Sushi Holding Corp. |
| United States |  | 85/321,574 | 5/16/20 11 | 4,063,423 | 11/29/2011 | RA Sushi Holding Corp. |

| COUNTRY | MARK | SERIAL NO. | FILED | REGN. NO. | REGISTERED | OWNER |
|---------------|--|--------------|-----------|--------------|------------|------------------------|
| United States |  RA Sushi • Bar • Restaurant | 77/201,770 | 6/8/2007 | 3,408,349 | 4/8/2008 | RA Sushi Holding Corp. |
| United States | THE HOOK UP | 85/374,460 | 7/18/2011 | 4,163,607 | 6/26/2012 | RA Sushi Holding Corp. |
| United States | RA | 85/357,575 | 6/27/2011 | 4,199,774 | 8/28/2012 | RA Sushi Holding Corp. |
| United States |  | 77/201,764 | 6/8/2007 | 3,531,838 | 11/11/2008 | RA Sushi Holding Corp. |
| United States |  | 75/432,503 | 2/11/1998 | 2,209,246 | 12/8/1998 | RA Sushi Holding Corp. |
| United States | RA | 85/357,569 | 6/27/2011 | 4,307,449 | 3/26/2013 | RA Sushi Holding Corp. |
| United States | EXPLORE YOUR RA SIDE | 87/100,414 | 7/12/2016 | 5201724 | 12/6/2016 | RA Sushi Holding Corp. |
| Florida |  SAMURAI STEAK • SEAFOOD • SUSHI | T11000000937 | 9/27/2011 | T11000000937 | 9/27/2011 | Noodle Time, Inc. |
| United States |  SAMURAI STEAK • SEAFOOD • SUSHI | 85/070,346 | 6/24/2010 | 4,072,721 | 12/20/2011 | The Samurai, Inc. |
| United States |  SAMURAI ORIGINAL PORK THERO STEAK | 87/830,370 | 3/12/2018 | N/A | N/A | The Samurai, Inc. |