

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		10/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Togo's Eateries, Inc.
Street Address:	18 North San Pedro Street
City:	San jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	CORPORATION: CALIFORNIA

Name:	Togo's Franchised Eateries LLC
Street Address:	18 North San Pedro Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Togo's Holdings, LLC
Street Address:	18 North San Pedro Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Togo's Acquisition Corp.
Street Address:	18 North San Pedro Street
City:	San Jose
State/Country:	CALIFORNIA

CH \$240.00 78545417

Postal Code:	95110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78545417	ENDLESS COMBINATIONS
Serial Number:	77003010	FUEL FOR YOUR FIRE
Serial Number:	75552961	TOGO'S
Serial Number:	76009392	TOGO'S
Serial Number:	77089086	TOGO'S
Serial Number:	77080173	TOGO'S
Serial Number:	73357251	TOGO'S
Serial Number:	76009391	TOGO'S GREAT SANDWICHES
Serial Number:	76009393	TOGO'S GREAT SANDWICHES

CORRESPONDENCE DATA

Fax Number: 5037785499
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 503-778-5254
 Email: sandititzler@dwt.com
 Correspondent Name: Sandi Titzler, Davis Wright Tremaine
 Address Line 1: 1300 SW Fifth Avenue, Suite 2400
 Address Line 4: Portland, OREGON 97201-5610

ATTORNEY DOCKET NUMBER:	92420-7
NAME OF SUBMITTER:	Sandi Titzler, Davis Wright Tremaine
Signature:	/Sandi Titzler/
Date:	11/22/2013

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "*Release*") is made effective as of October 8, 2013 by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (the "*Lender*") in favor of TOGO'S EATERIES, INC., a California corporation, TOGO'S FRANCHISED EATERIES LLC, a Delaware limited liability company, TOGO'S HOLDINGS, LLC, a Delaware limited liability company and TOGO'S ACQUISITION CORP., a Delaware corporation (collectively "*Debtor*").

WITNESSETH:

WHEREAS, the Debtor executed that certain Intellectual Property Security Agreement, dated as of June 6, 2008 (the "*Security Agreement*"), pursuant to which the Debtor granted a security interest to the Lender in certain trademarks of the Debtor;

WHEREAS, the Security Agreement was recorded with the Assignment Branch of the United States Patent and Trademark Office on June 27, 2008 at Reel/Frame 3805/0226;

WHEREAS, the Obligations secured by the Intellectual Property (as those terms are defined in the Security Agreement) have been paid and satisfied in full;

WHEREAS, the Lender releases its security interest, including all right, title and interest in and to the trademarks identified in *Exhibit A* attached hereto and covered by the Security Agreement, together with the goodwill associated with those trademarks (the "*Released Collateral*"), and to reconvey any and all rights it may have in the Released Collateral to the Debtor.

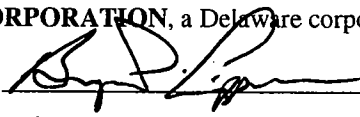
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Lender releases, without recourse or warranty, and reconveys to the Debtor, all of Lender's right, title, claim and interest in and to the Released Collateral, all proceeds thereof, all rights corresponding thereto and all registrations, reissues, renewals and extensions therefor.
2. The Debtor hereby acknowledges and accepts the foregoing release and reconveyance by Lender.
3. This Release may be executed in two counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed effective as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation

By:  _____

Printed Name: Bryan Lippman

Its: Authorized Signatory

TOGO'S EATERIES, INC., a California corporation

By: _____

Printed Name: _____

Its: _____

TOGO'S FRANCHISED EATERIES LLC, a Delaware limited liability company

By: TOGO'S EATERIES, INC., a California corporation, as Sole Member

By: _____

Printed Name: _____

Its: _____

TOGO'S HOLDINGS, LLC., a Delaware limited liability company

By: _____

Printed Name: _____

Its: _____

TOGO'S ACQUISITION CORP., a Delaware corporation

By: _____

Printed Name: _____

Its: _____

EXHIBIT A

INTELLECTUAL PROPERTY DESCRIPTION

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Classes
ENDLESS COMBINATIONS	United States	78/545,417	1/11/2005	3,032,350	12/20/2005	29; 30; 43
FUEL FOR YOUR FIRE	United States	77/003,010	9/20/2006	3,352,977	12/11/2007	43
TOGO'S	Argentina	2190973	12/4/1998	1777359	3/3/2000	30
TOGO'S	Argentina	2190974	12/4/1998	1777360	3/3/2000	42
TOGO'S	Argentina	2230858	7/26/1999	1855682	12/17/2001	29
TOGO'S	Aruba	IM-990126.12	1/26/1999	19671	2/17/1999	30; 42
TOGO'S	Australia	628666	5/2/1994	628666	11/14/1996	42
TOGO'S	Australia	780347	12/7/1998	780347	9/10/1999	29; 30
TOGO'S	Benelux	928112	12/3/1998	0649475	12/3/1998	29; 30; 42
TOGO'S	Brazil	821365380	1/21/1999	821365380	5/21/2002	29.30; 29
TOGO'S	Brazil	821365371	1/21/1999	821365371	5/21/2002	38.6; 43
TOGO'S	Brazil	821365363	1/21/1999	821365363	5/21/2002	32.10; 30
TOGO'S	Canada	898329	12/2/1998	TMA524905	3/15/2000	29; 30; 42
TOGO'S	Chile	442283	3/4/1999	604000	9/25/2001	29
TOGO'S	Chile	442036	3/1/1999	603999	9/25/2001	42
TOGO'S	Chile	442035	3/1/1999	671362	8/20/2003	30
TOGO'S	China P.R.	9900006552	1/19/1999	1426885	7/28/2000	29; 29
TOGO'S	China P.R.	9900006551	1/19/1999	1426659	7/28/2000	30; 30
TOGO'S	China P.R.	2001045510	3/28/2001	1789742	6/14/2002	42
TOGO'S	Colombia	98073100	12/9/1998	256325	7/9/2002	42
TOGO'S	Dominican Republic	99158351	6/25/1998	99321	9/15/1998	30; 30
TOGO'S	Dominican Republic	n/a	6/25/1998	99285	9/15/1998	29; 29
TOGO'S	Dominican Republic	99158485	6/25/1998	99472	9/15/1998	42; 42
TOGO'S	France	98763646	12/10/1998	98763646	5/21/1999	29; 30; 42
TOGO'S	Germany	39900502.1/29	1/7/1999	39900502.1	4/20/1999	29; 30; 42
TOGO'S	India	832332	12/15/1998	832332	5/24/2005	29
TOGO'S	India	01236573	9/15/2003	1236573	1/21/2006	42
TOGO'S	India	832333	12/15/1998	832333	12/15/1998	30
TOGO'S	Israel	124718	12/22/1998	124718	9/3/2002	29
TOGO'S	Israel	155561	2/27/2002	155561	6/2/2003	30
TOGO'S	Israel	124719	12/22/1998	124719	1/3/2001	42
TOGO'S	Italy	T099C002734	9/6/1999	899743	6/3/2003	30; 42
TOGO'S	Japan	2000-063998	6/9/2000	4504682	9/7/2001	42; 42
TOGO'S	Malaysia	98/14731	12/29/1998	98014731	12/29/1998	43
TOGO'S	Malaysia	99/00074	1/6/1999	99000074	1/6/1999	30
TOGO'S	Malaysia	99/00073	1/6/1999	99000073	1/6/1999	29
TOGO'S	Mexico	357696	12/14/1998	646016	3/24/2000	29
TOGO'S	Mexico	391750	9/22/1999	672980	9/29/2000	30; 30
TOGO'S	Mexico	391751	9/22/1999	672981	9/29/2000	42; 42

TOGO'S	Morocco	68880	2/18/1999	68880	3/15/1999	29; 30; 42
TOGO'S	Netherlands Antilles	21321	1/14/1999	05101	2/10/1999	30
TOGO'S	Portugal	334281	12/22/1998	334281	1/25/2005	29; 42
TOGO'S	Russian Federation	98719091	12/4/1998	193465	8/31/2000	29; 30; 42
TOGO'S	Saudi Arabia	46986	12/5/1998	479/75	6/6/1999	29
TOGO'S	Saudi Arabia	46987	12/5/1998	479/76	6/6/1999	30
TOGO'S	Saudi Arabia	46988	12/5/1998	479/77	6/6/1999	42
TOGO'S	Singapore	12328/98	12/10/1998	T98/12328C	12/10/1998	42
TOGO'S	Singapore	T98/12602I	12/18/1998	98/12602I	12/18/2001	29
TOGO'S	Singapore	12603/98	12/18/1998	98/12603G	12/18/1998	30
TOGO'S	South Africa	09821955	12/4/1998	98/21955	2/4/2002	29
TOGO'S	South Africa	09821956	12/4/1998	98/21956	2/4/2002	30
TOGO'S	South Africa	09821957	12/4/1998	98/21957	2/4/2002	43
TOGO'S	Taiwan	87058308	12/3/1998	870710	10/1/1999	30; 30
TOGO'S	Taiwan	88001463	1/14/1999	908290	10/1/2000	29; 29
TOGO'S	Thailand	379672	1/29/1999	Bor10055	1/29/1999	42; 42
TOGO'S	United Arab Emirates	31611	6/1/1999	28932	10/20/2001	29; 29
TOGO'S	United Arab Emirates	31612	6/1/1999	46825	5/19/2004	42
TOGO'S	United Arab Emirates	35166	2/26/2000	27535	2/19/2001	30; 30
TOGO'S	United States	75/552,961	9/14/1998	2,263,286	7/20/1999	30; 42
TOGO'S	United States	76/009,392	3/24/2000	2,431,672	2/27/2001	29; 30; 29; 30
TOGO'S & Sandwich Surfer Design (horizontal) (in color)	United States	77/089,086	1/23/2007	3,328,525	11/6/2007	43
TOGO'S & Sandwich Surfer Design (horizontal)	United States	77/080,173	1/10/2007	3,316,277	10/23/2007	43
TOGO'S (Script in Color)	Canada	898328	12/2/1998	TMA524910	3/15/2000	29; 30; 42
TOGO'S GREAT SANDWICHES (Script in color)	Canada	898489	12/4/1998	TMA526115	3/30/2000	29; 30; 42
TOGO'S (Device)	Canada	866665	1/20/1998	TMA524992	3/15/2000	30; 42
TOGO'S (Device)	France	INP1754790	8/7/1985	1319671	1/24/1986	30; 42
TOGO'S (Device)	Italy	TO99C000322	2/4/1999	871668	7/4/2002	30; 42
TOGO'S (Device)	Japan	62-12465	9/21/1987	1985051	9/21/1987	32; 30
TOGO'S (Device)	United States	73/357251	3/29/1982	1,264,395	1/17/1984	30; 42
TOGO'S (Script)	Canada	898326	12/2/1998	TMA524911	3/15/2000	29; 30; 42
TOGO'S (Script)	Japan	2000-108482	10/4/2000	4539079	1/25/2002	29; 0; 2; 29; 30; 42
TOGO'S GREAT SANDWICHES & Design	United States	76/009,391	3/24/2000	2,429,998	2/20/2001	29; 30; 42
TOGO'S GREAT SANDWICHES & Design (in Color)	United States	76/009,393	3/24/2000	2,429,999	2/20/2001	29; 30; 42
TOGO'S GREAT SANDWICHES (Logo)	Malta	29466	12/7/1998	29466	12/7/1998	30; 30
TOGO'S GREAT SANDWICHES (Script)	Canada	898327	12/2/1998	TMA530656	7/28/2000	29; 30; 42

Loan No. 000435599

TRADEMARK

RECORDED: 11/22/2013

REEL: 005159 FRAME: 0609