

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338504

<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>
Tokyo, Inc.		11/06/2013	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vectra Bank Colorado, National Association		
<b>Street Address:</b>	2000 S. Colorado Blvd., Suite 2-1200		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80222		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2087278	TOKYO JOE'S	
<b>Registration Number:</b>	2057167	TOKYO JOE'S HEALTHY FAST JAPANESE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	Michael.Moreno@vectrabank.com		
<b>Correspondent Name:</b>	Michael Moreno		
<b>Address Line 1:</b>	2000 S. Colorado Blvd., Suite 2-1200		
<b>Address Line 4:</b>	Denver, COLORADO 80222		
<b>NAME OF SUBMITTER:</b>	Alan Keeffe		
<b>SIGNATURE:</b>	/akeeffe/		
<b>DATE SIGNED:</b>	04/17/2015		
<b>Total Attachments: 5</b>			
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OP \$65.00 2087278

## LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement dated as of November 6, 2013 (the "Agreement"), is executed by and between TOKYO, INC., a Colorado corporation, (the "Borrower"), and VECTRA BANK COLORADO, NATIONAL ASSOCIATION, a national banking association (the "Lender").

### RECITALS:

A. The Borrower desires to borrow funds and obtain other financial accommodations from the Lender.

B. Pursuant to the Borrower's request, the Lender is willing to extend such financial accommodations to the Borrower under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements set forth herein, the Borrower agrees to borrow from the Lender, and the Lender agrees to lend to the Borrower, subject to and upon the following terms and conditions:

### AGREEMENTS

#### Section 1. Definitions.

1.1. Defined Terms. For the purposes of this Agreement, the following capitalized words and phrases shall have the meanings set forth below.

"Affiliate" of any Person shall mean (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer or director of such Person, and (c) with respect to the Lender, any entity administered or managed by the Lender, or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of such Person whether by contract, ownership of voting securities, membership interests or otherwise.

"Asset Disposition" shall mean the (a) sale, lease, assignment or other transfer for value (each a "Disposition") by the Borrower to any Person of substantially all of the assets of a Store or (b) the loss, destruction, damage, condemnation, confiscation, requisition, seizure or taking of substantially all the assets related to a Store.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, as now existing or hereafter amended.

"Business Day" shall mean any day other than a Saturday, Sunday or a legal holiday on which banks are authorized or required to be closed for the conduct of commercial banking business in Denver, Colorado.

means requested by the Borrower and acceptable to the Lender. The Borrower does hereby irrevocably confirm, ratify and approve all such advances by the Lender and does hereby indemnify the Lender against losses and expenses (including court costs, reasonable attorneys' and paralegals' fees) and shall hold the Lender harmless with respect thereto.

5.2. Automatic Debit. In order to effectuate the timely payment of any of the Obligations when due, the Borrower hereby authorizes and directs the Lender, at the Lender's option, to (a) debit the amount of the Obligations to any ordinary deposit account of the Borrower, or (b) make a Revolving Loan hereunder to pay the amount of the Obligations.

**Section 6. Security for the Obligations.**

6.1. Security for Obligations. As security for the payment and performance of the Obligations, the Borrower does hereby pledge, assign, transfer, deliver and grant to the Lender, for its own benefit and as agent for its Affiliates, a continuing and unconditional first priority security interest (subject to Permitted Liens) in and to any and all property of the Borrower, of any kind or description, tangible or intangible, wheresoever located and whether now existing or hereafter arising or acquired, including the following (all of which property, along with the products and proceeds therefrom, are individually and collectively referred to as the "Collateral"):

(a) all property of, or for the account of, the Borrower now or hereafter coming into the possession, control or custody of, or in transit to, the Lender or any agent or bailee for the Lender or any parent, Affiliate or Subsidiary of the Lender or any participant with the Lender in the Loans (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon; and

(b) all property of the Borrower, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions, betterments and replacements therefor, products and Proceeds therefrom, and all of the Borrower's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Borrower's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, identified and set forth as follows:

(i) All Accounts and all Goods whose sale, lease or other disposition by the Borrower has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Borrower, or rejected or refused by an Account Debtor;

(ii) All Goods, including all Inventory, raw materials, work-in-process and finished goods;

(iii) All Equipment, including embedded software, vehicles, furniture and Fixtures;

- (iv) All Software and computer programs;
- (v) All Securities, Investment Property and Financial Assets;
- (vi) All Money and all Deposit Accounts, including, without limitation, all Deposit Accounts maintained by Borrower with Lender;
- (vii) All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit, Health-Care-Insurance Receivables, Supporting Obligations, and notes secured by real estate, Commercial Tort Claims
- (viii) All General Intangibles, including Payment Intangibles;
- (ix) All Intellectual Property; including the trademarks "Tokyo Joes" and "Tokyo Joe's Healthy First Japanese" registered with the United States Patent and Trademark Office as registration numbers 2087278 and 2057167, and
- (x) All Proceeds (whether Cash Proceeds or Noncash Proceeds) of the foregoing property, including all insurance policies and proceeds of insurance payable by reason of loss or damage to the foregoing property, including unearned premiums, and of eminent domain or condemnation awards.

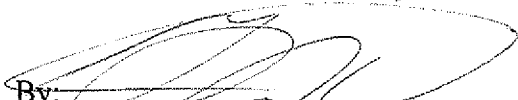
provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property, and, to the extent that any Collateral later becomes Excluded Property, the Lien granted hereunder will automatically be deemed to have been released.

6.2. Possession and Transfer of Collateral. Unless an Event of Default exists hereunder, the Borrower shall be entitled to possession or use of the Collateral (other than Instruments or Documents, Tangible Chattel Paper, Investment Property consisting of certificated securities and other Collateral required to be delivered to the Lender pursuant to this Section 6). The cancellation or surrender of any Note, upon payment or otherwise, shall not affect the right of the Lender to retain the Collateral for any other of the Obligations.

6.3. Financing Statements. The Borrower shall, at the Lender's request, at any time and from time to time, execute and deliver to the Lender such financing statements, amendments and other documents and do such acts as the Lender deems necessary in order to establish and maintain valid, attached and perfected first priority security interests in the Collateral in favor of the Lender, free and clear of all Liens and claims and rights of third parties whatsoever, except Permitted Liens. The Borrower hereby irrevocably authorizes the Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of the Borrower that (a) indicate the Collateral (i) is comprised of all assets of the Borrower or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (ii) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (b) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the

IN WITNESS WHEREOF, the Borrower and the Lender have executed this Loan and Security Agreement as of the date first above written.

TOKYO, INC., a Colorado corporation

By:   
Name: Gregory Donald  
Title: CEO

VECTRA BANK COLORADO, NATIONAL  
ASSOCIATION, a national banking association



By: \_\_\_\_\_  
Name: Michael K. Moreno  
Title: Senior Vice President