

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kolo, LLC		04/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ito-ya Ltd.		
Street Address:	4F Ginza Fuji Building, 1-7-10 Ginza, Chuo-Ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	104-0061		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2480117	KOLO	
CORRESPONDENCE DATA			
Fax Number:	8602494400		
<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:	860-249-4400		
Email:	mlafontaine@afmpc.net		
Correspondent Name:	Mark R. La Fontaine		
Address Line 1:	864 Wethersfield Avenue		
Address Line 2:	Andros, Floyd & Miller, P.C.		
Address Line 4:	Hartford, CONNECTICUT 06114		
DOMESTIC REPRESENTATIVE			
Name:	Mark R. La Fontaine		
Address Line 1:	864 Wethersfield Avenue		
Address Line 2:	Andros, Floyd & Miller, P.C.		
Address Line 4:	Hartford, CONNECTICUT 06114		
NAME OF SUBMITTER:	Mark R. La Fontaine		
SIGNATURE:	/Mark R La Fontaine/		
DATE SIGNED:	06/08/2015		

OP \$40.00 2480117

Total Attachments: 15

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SECURITY AGREEMENT

This SECURITY AGREEMENT is made as of the 23rd day of April, 2015 by and between KOLO, LLC, a Delaware limited liability company having a principal place of business at 241 Asylum Street, Hartford, Connecticut 06103 (the "Borrower"); and ITO-YA LTD., having an office at 4F Ginza Fuji Bldg., 1-7-10 Ginza, Chuo-ku, Tokyo 104-0061 Japan (the "Lender").

WITNESSETH:

WHEREAS, Lender has loaned the Borrower the sum of Five Thousand and 00/100 Dollars (\$5,000.00) as of the date hereof (the "Loan") as evidenced by Borrower's Demand Promissory Note of even date attached hereto as Exhibit A (the "Note").

WHEREAS, the Lender has agreed to make the Loan to, and accept the Note of, the Borrower upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Security Interest.** The Borrower, for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to Lender a continuing security interest in and to, all assets of the Borrower, wherever located and whether now owned or hereafter acquired (the "Collateral"), including, without limitation, the following:

(a) all inventory, including all goods, merchandise, supplies, raw materials and work in process, finished goods, and other tangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Borrower's business (all hereinafter called the "Inventory");

(b) all accounts (as defined in Article 9 of the Uniform Commercial Code in effect in the State of Connecticut from time to time (the "Code"), hereinafter "Accounts"), contracts, contract rights, notes, bills, drafts, acceptances, general intangibles (including without limitation registered and unregistered trade names, copyrights, customer lists, goodwill, computer programs, computer records, computer software, computer data, trade secrets, trademarks, patents, ledger sheets, files, records, data processing records relating to any Accounts and all tax refunds of every kind and nature to which Borrower is now or hereafter may become entitled to, no matter how arising), instruments, documents, chattel paper (whether tangible or electronic) deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing), securities, security entitlements, security accounts, investment property, supporting obligations, choses in action, commercial tort claims, and all other debts, obligations and liabilities in whatever form, owing to Borrower from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to Borrower, for goods sold by it or for services rendered by it, or however otherwise the same may have been established or created, all guarantees and collateral therefor, all right, title and interest of Borrower in the merchandise or services which gave rise thereto, including the rights of reclamation and stoppage in transit, all rights to replevy goods, and all rights of an unpaid seller of merchandise or services (all hereinafter called the "Receivables");

(c) All machinery, equipment, fixtures and other goods (as defined in Article 9 of the Code) whether now owned or hereafter acquired by the Borrower and wherever located, all replacements and substitutions therefor or accessions thereto and all proceeds thereof (all hereinafter called the "Equipment");

(d) All general intangibles (as defined in Article 9 of the Code) and all other goods and personal property of Borrower; and

(e) all additions, substitutions and replacements of any of the foregoing and all proceeds and products of any of the foregoing in any form, including, without limitation, all proceeds of credit, fire or other insurance, and also including, without limitation, rents and profits resulting from the temporary use of any of the foregoing.

2. **Obligations.** The security interest hereby granted shall secure all of the liabilities and obligations of the Borrower to the Lender, whenever and however arising, whether existing or hereafter arising, due or to become due, direct or indirect, primary or secondary, absolute or contingent, including but not limited to the Note, all expenses incurred by the Lender in the collection and enforcement of such liabilities and obligations or in realizing, protecting or sustaining the interest of the Borrower in the Collateral, including reasonable attorneys' fees and expenses, and all expenditures of the Lender for taxes, fees, assessments, insurance, repairs to or maintenance of the Collateral, and interest on all of the foregoing at the highest rate provided in the Obligations (collectively the "Obligations"). If the Collateral is not sufficient to satisfy all of the Obligations, the Borrower shall continue to be liable for the payment and performance of all Obligations which are not satisfied.

3. **Borrower's Representations and Warranties.** Borrower represents and warrants that:

(a) Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and shall hereafter remain in good standing as a limited liability company in Delaware.

(b) Borrower's exact legal name is as set forth in this Agreement.

(c) The execution, delivery and performance of this Agreement, and any other document executed in connection herewith, are within the Borrower's limited liability company powers, have been duly authorized, are not in contravention of law or the terms of the Borrower's Articles of Organization, or other instrument of formation, and Operating Agreement, or of any indenture, agreement or undertaking to which the Borrower is a party or by which it or any of its properties may be bound.

(d) All Inventory, Equipment and other Collateral in which Lender is now or hereafter given a security interest pursuant to this Agreement will at all times be kept and maintained in good order and condition, reasonable wear and tear and casualty excepted, at the sole cost and expense of Borrower.

(e) At the date hereof Borrower is (and as to Collateral that Borrower may acquire after the date hereof, will be) the lawful owner of the Collateral, and that the Collateral and each item thereof, is, will be, and shall continue to be free of all restrictions, liens, encumbrances, or other right, title or interest, credits, defenses, recoupments, set-offs or counterclaims whatsoever; that Borrower has and will have full power and authority to grant to Lender a security interest therein; that Borrower has not transferred, assigned, sold, pledged, encumbered, subjected to lien or granted a security interest in, and will not transfer, assign, sell (except sales or other dispositions in the ordinary course of business in respect to Inventory), pledge, encumber,

subject to lien or grant any security interest in any of the Collateral (or any of Borrower's right, title or interest therein) to any person other than Lender; that the Collateral is and will be valid and genuine in all respects; that no part of the Collateral (or the validity or enforceability by Lender thereof) is or shall be contingent upon the fulfillment of any agreement or condition whatsoever, except for that Collateral which consists of contract rights, and that all Collateral which is comprised of Borrower's rights to receive payments from debtors shall represent unconditional and undisputed bona fide indebtedness by a debtor for goods sold or services rendered by Borrower to debtor, and is not and will not be subject to any discount (except such cash discount as may be shown on any invoice, contract or other writing delivered to Lender); and that Borrower will warrant and defend Lender's right to and interest in the Collateral against all claims and demands of all persons whatsoever.

4. General Agreements of Borrower and Lender.

(a) The Borrower shall have and maintain all risk property and casualty insurance which insures the Collateral for its replacement value, and liability insurance in such amount as is customary and reasonable for a similar business as the business of the Borrower. The Borrower shall have and maintain general public liability insurance against claims for personal injury, death or property damage in such amount as is customary and reasonable for a similar business as the business of the Borrower. The Borrower shall have and maintain all workers' compensation, employment or similar insurance as may be required by any applicable law. The property insurance policy shall list the Lender as a loss payee as its interests may appear, and such insurance policy shall provide that the Lender shall receive at least thirty (30) days prior written notice of cancellation of the policy. The Borrower shall furnish the Lender with a certificate of insurance evidencing its compliance with these provisions upon the execution of this Agreement and at any time thereafter upon the request of the Lender.

(b) Lender or its agents have the right to inspect the Collateral and all records pertaining thereto at intervals to be determined by Lender and without hindrance or delay.

(c) Borrower will at all times keep accurate and complete records of Borrower's Inventory, Accounts and other Collateral.

(d) Borrower will pay all real and personal property taxes, assessments and charges and all franchise, income, unemployment, withholding, sales and other taxes assessed against, or payable by, it at such times and in such manner as to prevent any penalty from accruing or any lien or charge from attaching to its property.

(e) That, except as otherwise expressly permitted by this Agreement or as otherwise approved by Lender in writing (but subject always to applicable law), and except for sale, use or consumption in the ordinary course of business, Borrower will keep all Inventory and Equipment, and the records pertaining to the Collateral, only at Borrower's place(s) of business as identified in writing to Lender from time to time.

(f) Borrower hereby irrevocably authorizes Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and

amendments thereto that (a) indicate the Collateral (i) as all assets of Borrower or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by the Uniform Commercial Code of such jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to Lender promptly upon request. Borrower shall not file any amendment to or termination of any financing statement filed by Lender without the consent of Lender, and any such filing without the written consent of Lender shall be deemed void and of no effect and shall constitute an Event of Default hereunder.

(g) The Borrower shall keep accurate and complete books and records with respect to its business at its principal place of business. The Lender shall have the right to inspect and copy such books and records upon reasonable notice to the Lender.

(h) The Borrower shall prepare a balance sheet and an income statement each month, and shall provide the Lender with a copy of such monthly financial statements within thirty (30) days after the end of each month. The Borrower shall have financial statements prepared in accordance with generally accepted accounting principles by a certified public accountant after the end of each year of the Borrower, and shall provide the Lender with a copy of such annual financial statements within sixty (60) days after the end of each fiscal year of the Borrower.

(i) The Borrower shall continue to use its best efforts to conduct its business and maintain the customers and goodwill of the business, and shall not enter into any transaction other than in the ordinary course of business without the prior written consent of the Lender. The Borrower shall not engage, directly or indirectly, in any line of business which is substantially different from the business conducted by the Borrower upon the execution of this Agreement, without the prior written consent of the Lender.

(j) The Borrower shall not do any of the following without the prior written consent of the Lender: merge or consolidate with any other entity; recapitalize; dissolve or liquidate; sell or otherwise transfer all or substantially all of its assets; issue membership or other interests in it to any person or entity; make any distribution to any of its owners; redeem any interest in it from the owner thereof; or directly or indirectly make any loan to any of its owners or any entity which is partially or completely owned by or under common control with any of its owners.

(k) The Borrower shall give prompt written notice to the Lender of any Event of Default as defined under this Agreement.

(l) The Borrower will at its own expense, do, make, execute and deliver all acts, things, writings and assurances as the Lender may at any time require to protect, assure or enforce its security interest, rights and remedies created by this Agreement, including paying the reasonable attorneys' fees and costs incurred by the Lender with respect to the foregoing.

5. Default; Rights and Remedies Upon Default. The occurrence of any one or more of the following events shall be an event of default (an "Event of Default"):

(a) The failure by the Borrower to pay when due any principal, interest, fees, costs, and expenses due pursuant to this Agreement, the Note or any of the other Obligations.

(b) The breach by the Borrower of any representation, warranty or other provision of this Agreement, the Note or any of the other Obligations.

(c) The determination by Lender that any representation or warranty heretofore, now or hereafter made by the Borrower to Lender, in any documents, instrument, agreement, or paper was not true or accurate when given in any material respect.

(d) A filing against or relating to the Borrower of (a) a federal tax lien in favor of the United States of America or any political subdivision of the United States of America, or (b) a state tax lien in favor of any state of the United States of America or any political subdivision of any such state.

(e) Any act by, against, or relating to the Borrower, or its property or assets, which act constitutes the application for, consent to, or sufferance of the appointment of a receiver, trustee or other person, pursuant to court action or otherwise, over all, or any part of the Borrower's property.

(f) The granting of any trust mortgage or execution of an assignment for the benefit of the creditors of the Borrower, or the occurrence of any other voluntary or involuntary liquidation or extension of debt agreement for the Borrower; the failure by the Borrower to generally pay the debts of the Borrower as they mature; adjudication of bankruptcy or insolvency relative to the Borrower; the entry of an order for relief or similar order with respect to the Borrower in any proceeding pursuant to Title 11 of the United States Code entitled "Bankruptcy" (hereinafter the "Bankruptcy Code") or any other federal bankruptcy law; the filing of any complaint, application, or petition by or against the Borrower initiating any matter in which the Borrower is or may be granted any relief from the debts of the Borrower pursuant to the Bankruptcy Code or any other insolvency statute or procedure; the calling or sufferance of a meeting of creditors of the Borrower; the meeting by the Borrower of a formal or informal creditor's committee; the offering by or entering into by the Borrower of any composition, extension or any other arrangement seeking relief or extension for the debts of the Borrower, or the initiation of any other judicial or non-judicial proceeding or agreement by, against or including the Borrower which seeks or intends to accomplish a reorganization or arrangement with creditors.

(g) The entry of any court order which enjoins, restrains or in any way prevents the Borrower from conducting all or any part of its business affairs in the ordinary course of business.

(h) The occurrence of any material uninsured loss, theft, damage or destruction to any material asset(s) of the Borrower.

(i) Any act by or against, or relating to the Borrower or its assets pursuant to which any creditor of the Borrower seeks to reclaim or repossess or reclaims or repossesses all or a portion of the Borrower's assets.

(j) The termination of existence, dissolution, or liquidation of the Borrower, or the ceasing to carry on actively any substantial part of Borrower's current business.

(k) The merger, consolidation, dissolution or liquidation of the Borrower.

(l) The occurrence of a default in or acceleration or demand of any other promissory note or other obligation of the Borrower to any person or entity.

6. Lender's Rights and Remedies. Upon the occurrence of any Event of Default, the Lender shall have the following rights and remedies, in addition to all rights and remedies of the Lender under the Code, any other applicable law and all related agreements or other documents with the Borrower:

(a) To declare immediately due and payable at its option and without demand or notice of any kind, any and all liabilities and obligations hereby secured and to reduce the same to judgment.

(b) Remove the Collateral from the premises of the Borrower and, for purposes of removal and possession, the Lender or its representatives may enter any premises of the Borrower without legal process, and the Borrower hereby waives and releases the Lender of and from any and all claims in connection therewith or arising therefrom and the Borrower agrees, upon request of the Lender, to assemble the Collateral and make it available to the Lender at a place designated by the Lender; or the Lender may dispose of the Collateral on the premises of the Borrower.

(c) If any proceeds or Collateral shall include, or be evidenced by checks, drafts, instruments, documents of title or chattel papers, whether or not negotiable, the Borrower, if requested by the Lender, shall immediately deliver the same to the Lender. All such proceeds so delivered shall be assigned or endorsed by the Borrower to the Lender as the Lender may request. If the Borrower fails to assign or to endorse any instrument or document, the Lender shall have the power to assign or to endorse it on behalf of the Borrower.

(d) In conjunction with disposition of any Collateral, it is hereby agreed by and between the parties that:

(i) written notice mailed to the Borrower ten (10) days prior to the date of public or private sale of the Collateral, shall constitute reasonable and proper notice, unless the

Collateral is perishable or threatens to decline speedily in value, in which case shorter notice may be given;

(ii) insofar as the Collateral shall consist of accounts receivable, insurance policies, instruments, chattel paper, choses in action or the like, the Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral as the Lender may determine, whether or not liabilities or Collateral are then due and for the purpose of realizing the Lender's right therein, the Lender may receive, open and dispose of mail addressed to the Borrower and endorse notes, checks, drafts, money orders, documents of title or other evidence of payment, shipment or storage or any form of Collateral on behalf of and in the name of the Borrower;

(iii) any proceeds of any disposition by the Lender of any Collateral may be applied by the Lender to the payment of expenses in connection with the Collateral and the enforcement of this Agreement, including reasonable attorneys' fees, and any balance of such proceeds may be applied by the Lender toward the payment of the Obligations in such order of application as the Lender shall determine;

(iv) the Lender may be a purchaser at any sale of the Collateral; and

(v) if any proceeds remain after the satisfaction of all of the Obligations and any other amounts due from the Borrower to the Lender, the Borrower shall be entitled to such proceeds.

7. Miscellaneous.

(a) No delay or omission on the part of Lender in exercising any rights shall operate as a waiver of such right or any other right. Waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All Lender's rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper, shall be cumulative to others and may be exercised singularly or concurrently.

(b) Borrower waives notice of nonpayment, demand, presentment, or protest, and all other notices and consents to any renewals or extensions of time of payment and generally waives any and all suretyship defenses and defenses in the nature thereof.

(c) Borrower shall pay to Lender any and all costs and expenses (including, without limitation, reasonable attorney's fees, court costs, litigation and other expenses) incurred or paid by Lender after an Event of Default in establishing, maintaining, protecting or enforcing any of Lender's rights or the Obligations, including, without limitation, any and all such costs and expenses relating to lien searches and filing fees and any and all such costs and expenses incurred or paid by Lender in defending Lender's security interest in or title or right to the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Obligations.

(d) Borrower will do, make, execute and deliver all such additional acts, things, writings, deeds, assurances or instruments as Lender may reasonably require to carry into effect the provisions and intent of this Agreement, or to vest more fully in or assure to Lender (including, without limitation, all steps to create and perfect) the security interest in the Collateral granted to Lender by this Agreement, including, without limitation, to comply with applicable law to facilitate the collection of the Collateral.

(e) This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto; provided, however, that Borrower may not assign this Agreement or any rights or duties hereunder without Lender's prior written consent and any prohibited assignment shall be absolutely void. No consent to an assignment by Lender shall release Borrower from its Obligations. Lender may assign this Agreement and its rights and duties hereunder and no consent or approval by Borrower is required in connection with any such assignment. Lender reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in Lender's rights and benefits hereunder. In connection with any assignment or participation, Lender may disclose all documents and information which Lender now or hereafter may have relating to Borrower or Borrower's business. To the extent that Lender assigns its rights and obligations hereunder to another party, Lender thereafter shall be released from such assigned obligations to Borrower and such assignment shall effect a novation between Borrower and such other party.

(f) Unless otherwise defined in this Agreement, capitalized words shall have the meanings set forth in the Code as in effect in the State of Connecticut as of the date of this Agreement.

(g) Headings used in this Agreement are for convenience only, and shall not effect the construction of this Agreement. If one or more provisions of this Agreement (or the application thereof) shall be invalid, illegal or unenforceable in any respect in any jurisdiction, the same shall not, invalidate or render illegal or unenforceable such provision (or its application) in any other jurisdiction or any other provision of this Agreement (or its application). This Agreement is the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or verbal communications or instruments relating thereto.

(h) Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other loan document shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested) or overnight courier to Borrower or to Lender, as the case may be, at its address set forth below:

If to Lender:

ITO-YA LTD.
c/o Andros, Floyd & Miller, P.C.
864 Wethersfield Avenue
Hartford, Connecticut 06114
Attention: Stephen J. Miller, Esq.

If to Borrower:

KOLO, LLC
241 Asylum Street
Hartford, Connecticut 06103
Attention: Peter G. Dunn, Chief Executive Officer

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other. All notices, demands or other communications sent in accordance with this section shall be deemed to be an authenticated record communicated or given on (i) the date received if personally delivered; (ii) three (3) business day after mailing if delivered by certified or registered mail; or (iii) one (1) business day after delivery to a courier if delivered by overnight courier.

(i) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lender or Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

(j) Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(k) This Agreement, together with the other documents and instruments executed concurrently herewith represent the entire and final understanding of the parties with respect to the transactions contemplated hereby and, except with respect to the accounts payable, shall not be contradicted or qualified by evidence of any prior or contemporaneous other agreement, oral or written, before the date hereof.

(l) This Agreement can only be amended by a writing signed by both Lender and Borrower.

(m) The laws of Connecticut shall govern the construction of this Agreement and the rights and duties of the parties hereto. This Agreement shall take effect as a sealed instrument.


(n) Each party hereby designates the Superior Court for the Judicial District of Hartford or the United States District Court for the District of Connecticut, as the exclusive courts of proper jurisdiction and venue of and for any and all lawsuits or other legal proceedings relating to this Agreement; hereby irrevocably consents to such designation, jurisdiction and venue; and hereby waives any objection or defense relating to jurisdiction or venue with respect to any lawsuit or other legal proceeding initiated in or transferred to the Superior Court for the Judicial District of Hartford or the United States District Court for the District of Connecticut.

(o) THE BORROWER ACKNOWLEDGES THAT THE LOAN SECURED BY THIS AGREEMENT IS A "COMMERCIAL TRANSACTION" AND WAIVES ITS RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR AS OTHERWISE ALLOWED BY ANY STATE

OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE LENDER MAY DESIRE TO USE, AND FURTHER WAIVES ITS RIGHTS TO REQUEST THAT THE LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT THE BORROWER AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE LENDER. THE BORROWER FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NON-PAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS AGREEMENT, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS, AND AGREES THAT THE TIME FOR PAYMENT OF THE OBLIGATIONS MAY BE EXTENDED AT THE SOLE DISCRETION OF THE LENDER, WITHOUT IMPAIRING THE LIABILITY OF THE BORROWER THEREON, AND FURTHER CONSENTS TO THE RELEASE OF ANY PARTY LIABLE FOR ANY OF THE OBLIGATIONS WITHOUT AFFECTING THE LIABILITY OF THE BORROWER THEREON. THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO OR RELATING TO THE OBLIGATIONS, INCLUDING THE ENFORCEMENT OF RIGHTS AND REMEDIES WITH RESPECT TO THE NOTE, THE LOAN OR THIS AGREEMENT. THE BORROWER ACKNOWLEDGES THAT IT MAKES THE FOREGOING WAIVERS KNOWINGLY VOLUNTARILY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year set forth above.

KOLO, LLC

By: 
Name: Peter G. Dunn
Title: Chief Executive Officer

ITO-YA LTD.

By: _____
Name: Isamu Suzuki
Title: Senior Vice President

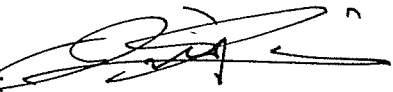
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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year set forth above.

KOLO, LLC

By: _____
Name: Peter G. Dunn
Title: Chief Executive Officer

ITOYA LTD.

By:  _____
Name: Isamu Suzuki
Title: Senior Vice President

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EXHIBIT A

DEMAND PROMISSORY NOTE

\$5,000.00

Hartford, Connecticut

April 23, 2015

FOR VALUE RECEIVED, the undersigned KOLO, LLC (the "Maker"), a Delaware limited liability company doing business in Hartford, Connecticut promises to pay to the order of ITO-YA LTD., (the "Holder"), at its offices at 4F Ginza Fuji Bldg., 1-7-10 Ginza, Chuo-ku, Tokyo 104-0061 Japan the principal sum of Five Thousand and 00/100 Dollars (\$5,000.00), with interest on the unpaid principal balance at the rate of five percent (5%) per annum before and after maturity, together with all costs, disbursements and attorneys' fees incurred in any action to collect this Note.

Principal and interest shall be payable on demand.

The failure of the Maker to make any payment of principal or interest for a period of ten (10) days after the Holder gives the Maker written notice that such payment is overdue, the filing of a petition in bankruptcy by the Maker or the filing of a petition in bankruptcy against the Maker which is not dismissed within thirty (30) days, shall render the whole of this Note, with interest, immediately due and payable at the option of the Holder hereof.

THE MAKER OF THIS NOTE ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION AND WAIVES ITS RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER MAY DESIRE TO USE, AND FURTHER WAIVES ITS RIGHTS TO REQUEST THAT THE HOLDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT THE MAKER AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE HOLDER. THE MAKER FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THIS NOTE, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS, AND AGREES THAT THE TIME FOR PAYMENT OF THIS NOTE MAY BE CHANGED AND EXTENDED AT THE HOLDER'S SOLE DISCRETION, WITHOUT IMPAIRING ITS LIABILITY THEREON. THE MAKER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO OR RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS, INCLUDING THE ENFORCEMENT OF RIGHTS AND REMEDIES WITH RESPECT TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS. **THE MAKER ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY.**

This Note shall be governed by and construed in accordance with the laws of the State of Connecticut.

Maker:

KOLO, LLC

By: 
Peter Dunn, Its Chief Executive Officer