

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tokyo, Inc.		09/15/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Tokyo Joe's, LLC		
Street Address:	112 N. Rubey Dr.		
Internal Address:	SUITE 220		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2149129	HEALTHY FAST JAPANESE	
Registration Number:	2156271	SPICY-AKI	
Registration Number:	2107112	TANGY TOKYO	
Registration Number:	2087278	TOKYO JOE'S	
Registration Number:	5136378	TOKYO JOE'S HEALTHY ASIAN KITCHEN	
Registration Number:	2057167	TOKYO JOE'S HEALTHY FAST JAPANESE	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	2149535758		
Email:	sborrelli@docket@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	2323 Ross Ave., Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	162269.00001		
NAME OF SUBMITTER:	Sara K. Borrelli		
SIGNATURE:	/Sara K. Borrelli/		

CH \$165.00 2149129

DATE SIGNED:	09/19/2022
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Total Attachments: 8

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EXHIBIT F

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “**Assignment of IP Agreement**”) is made and entered into effective as of September 15, 2022, (the “**Effective Date**”) by and between Tokyo, Inc., a Colorado corporation (“**Assignor**”), Zions Bancorporation, N.A., dba Vectra Bank Colorado, a national banking association, solely in its capacity as secured party (the “**Secured Party**”), and Tokyo Joe’s, LLC (the “**Assignee**”). Terms capitalized but not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, the Secured Party extended loans and provided financial accommodations to the Assignor pursuant to and in accordance with the terms and conditions of the Loan Documents;

WHEREAS, as of the date hereof, the Secured Party holds valid and enforceable security interests and liens on the Purchased Secured Assets to secure payment and satisfaction of the Secured Party’s claims against the Assignor under the Loan Documents;

WHEREAS, the Assignor is in default of its Loan Obligations and, as a result of such defaults, the Secured Party exercised its remedies under the Loan Documents and applicable law, to foreclose its security interest upon and sell the Purchased Secured Assets to the Assignee under the Purchase Agreement;

WHEREAS, the Secured Party, the Assignee and the Assignor are parties to that certain Secured Party Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code, dated effective as of September 15, 2022 (the “**Purchase Agreement**”), pursuant to which, among other things, the Secured Party sold to the Assignee, free and clear of the Secured Party’s and all and any junior pledges, liens, security interests or other encumbrances, in a private sale conducted under Sections 9-609 through 9-619 of the Uniform Commercial Code as in effect on the date of such sale in the State of Colorado (the “**Secured Party Sale**”), the Assignor’s right, title, and interest in the Purchased Secured Assets, which includes the Owned Intellectual Property Rights owned by the Assignor (collectively, the “**IP**”), including, but not limited to all of the Assignor’s right, title, and interest in and to (i) the U.S. trademarks, trademark registrations, and trademark applications set forth in Schedule A attached hereto, along with all associated goodwill and the portions of the Assignor’s business to which such marks pertain, (ii) the U.S. patents, patent applications, and patent rights set forth in Schedule B attached hereto, (iii) the U.S. copyright registrations set forth in Schedule C hereto; and (iv) the domain names (collectively, “**Domain Names**”) and social media identifiers (collectively, “**Social Media Identifiers**”) set forth in Schedule D hereto, together with all of the Assignor’s copyright rights in and to the content uploaded or posted to the websites accessible via the Domain Names and all of the Assignor’s copyright rights in and to the content uploaded or posted to the social media sites, channels, pages, groups, blogs, and lists associated with the Social Media Identifiers, and all associated follower, subscriber, and contact lists;

WHEREAS, for purposes of this Assignment of IP Agreement, the IP means any and all intellectual property rights owned by the Assignor in any jurisdiction throughout the United States, by whatever name or terms known or designated, whether arising by operation of Law, Contract,

or otherwise, including: (i) patents, patent applications, and patent rights; (ii) trademarks (registered, unregistered, and at common law), trademark registrations, and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names, proprietary social media identifiers for any social media accounts (along with associated account and profile information and all administrator rights) and other indicia of source and all goodwill associated therewith, whether owned or licensed; (iii) works of authorship, copyrights, copyright registrations and applications for registration, and moral rights; (iv) know-how, trade secrets, customer lists, confidential information, proprietary information, proprietary processes and formulae, recipes, databases; (v) all source and object code, software, algorithms, architecture, structure, display screens, layouts, inventions, development tools; (vi) rights of privacy and publicity; (vii) all causes of action (resulting from past and future infringement thereof), damages, and remedies relating to any and all of the foregoing; and (viii) all documentation and media constituting, describing or relating to the above, including manuals, memoranda, and records;

WHEREAS, consistent with the Secured Party Sale and pursuant to the Purchase Agreement, the Assignor has agreed to deliver this Assignment of IP Agreement to the Assignee, assigning to the Assignee all of the Assignor's rights, title, and interest in and to the IP; and

WHEREAS, the Secured Party has agreed to release and discharge all Liens in favor of the Secured Party pursuant to the UCC and by operation of Law.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to the Assignee, and the Assignee hereby accepts, all the Assignor's right, title and interest in and to the IP, including as set forth in the Purchase Agreement, all IP in Schedule A, Schedule B, Schedule C, and Schedule D, along with all associated goodwill and the portions of the Assignor's business to which such marks set forth in Schedule A pertain, and including all other corresponding rights related to the IP, and all rights of action and remedies for past, present, and future infringements of the IP, the same to be held and fully enjoyed by the Assignee, its successors, assigns, and other legal representatives.

2. Recordation and Further Actions. The Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of IP Agreement upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the IP assets to the Assignee, or any assignee or successor thereto. Such assistance shall include, but not be limited to,

effectuating the transfer of the possession and control of the Domain Names and Social Media Identifiers to the Assignee with the registrars of the applicable Domain Names and the owners of the applicable social media platforms, and taking any steps and completing any documents, forms, or information requests that may be required by each such registrar or platform owner.

3. Release of Liens. As of the Effective Date, all Liens in favor of the Secured Party on the IP shall be released and discharged pursuant to the UCC by operation of Law. To the extent that the Secured Party's Liens in the IP are not released by the Foreclosure Sale or this Assignment of IP Agreement, Secured Party hereby releases such Liens effective upon the Effective Date. Secured Party expressly authorizes Assignee to file or record any UCC-3 or other instrument reasonably necessary to evidence the release of Secured Party's Liens by the Foreclosure Sale or this Assignment of IP Agreement.

4. Terms of the Purchase Agreement. The express terms of the Purchase Agreement are incorporated herein by this reference. The Assignor and the Assignee acknowledge and agree that the express representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Assignor Representations and Warranties. Except to the extent as set forth in the Purchase Agreement, the Assignor specifically disclaims (and the Assignee expressly agrees that the Assignor is not making or giving) any covenant, undertaking, representation or warranty, express or implied, in connection with the Secured Party's and/or the Assignor's sale and assignment of the IP, or any other matter relating thereto, and that such sale and assignment is without recourse to the Assignor, is made on an "AS IS, WHERE IS" basis, and is made without any representations or warranties, express or implied, as to ownership, title, condition or any other matters whatsoever.

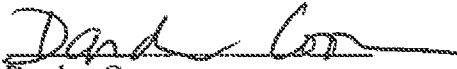
6. Counterparts. This Assignment of IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment of IP Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment of IP Agreement.

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IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of IP Agreement as of the Effective Date.

ASSIGNEE:

TOKYO JOE'S, LLC

By: 
Name: Darden Coors
Title: CEO

ASSIGNOR:

TOKYO, INC.

By: _____
Name:
Title:

SECURED PARTY:

ZIONS BANCORPORATION, N.A.

By: _____
Name:
Title:

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the Assignor, the Assignee and the Secured Party have executed this Assignment of IP Agreement as of the Effective Date.

ASSIGNEE:

SALAD COLLECTIVE, LLC

By: _____
Name:
Title:

ASSIGNOR:

TOKYO, INC.

By: *Lawrence P. Leith*
Lawrence P. Leith (Sep 12, 2022 16:28 MDT)
Name: Lawrence P. Leith
Title: President and Chief Executive Officer

SECURED PARTY:

ZIONS BANCORPORATION, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor, the Assignee and the Secured Party have executed this Assignment of IP Agreement as of the Effective Date.

ASSIGNEE:

SALAD COLLECTIVE, LLC

By: _____

Name:

Title:

ASSIGNOR:

TOKYO, INC.

By: _____

Name: Lawrence P. Leith

Title: President and Chief Executive Officer

SECURED PARTY:

ZIONS BANCORPORATION, N.A.


By:  _____

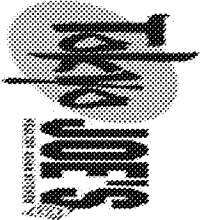
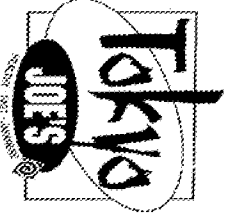
Name: Mark Siegel

Title: Senior Vice President

SCHEDULE A
Trademarks

U.S. FEDERAL TRADEMARK REGISTRATIONS

Mark	Design	Application Date	Registration Date	Serial No.	Reg. No.	Good and Services Description	Owner Information
HEALTHY FAST JAPANESE and Design		February 18, 1997	April 7, 1998	SN: 75243303	RN: 2149129	Class 42 - restaurant services, including sit-down and carry-out services	Tokyo, Inc. (Colorado Corporation) 10111 Inverness Main Street Suite O, Englewood, Colorado 80112 United States of America
SPICY-AKI		October 29, 1996	May 12, 1998	SN: 75189618	RN: 2156271	Class 30 - teriyaki-based sauce modified by additional spices	Tokyo, Inc. (Colorado Corporation) 10111 Inverness Main Street Suite O, Englewood, Colorado 80112 United States of America
TANGY TOKYO		October 21, 1996	October 21, 1997	SN: 75184898	RN: 2107112	Class 30 - sauce and salad dressing	Tokyo, Inc. (Colorado Corporation) 10111 Inverness Main Street Suite O, Englewood, Colorado 80112 United States of America
TOKYO JOE'S		May 8, 1996	August 12, 1997	SN: 75100363	RN: 2087278	Class 42 - restaurant services, including sit-down and carry-out services	Tokyo, Inc. (Colorado Corporation) 10111 Inverness Main Street Suite O, Englewood, Colorado 80112 United States of America

Mark	Design	Application Date	Registration Date	Serial No.	Reg. No.	Good and Services Description	Owner Information
TOKYO JOE'S HEALTHY ASIAN KITCHEN and Design		June 7, 2016	February 7, 2017	SN: 87062720	RN: 5136378	Class 423 - Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services	Tokyo, Inc. (Colorado Corporation) Suite O 10111 Inverness Main Street, Englewood, Colorado 80112 United States of America
TOKYO JOE'S HEALTHY FAST JAPANESE and Design		April 12, 1996	April 29, 1997	SN: 75087181	RN: 2057167	Class 42 - restaurant services, including sit-down and carry- out services	Tokyo, Inc. (Colorado Corporation) 10111 Inverness Main Street Suite O, Englewood, Colorado 80112 United States of America

STATE TRADEMARK REGISTRATIONS

Mark	Application Date	Registration Date	Reg. No.	Good and Services Description	Owner Information
TOKYO JOE'S RN: AZ 599572	June 12, 2014	June 11, 2014	AZ 599572	Class 43 - restaurant	TOKYO, INC. 7400 EAST ORCHARD ROAD #290 S GREENWOOD VILLAGE, CO 80111 CO