

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOKYO JOE'S, LLC		11/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A., as administrative agent		
Street Address:	8117 Preston Rd		
Internal Address:	STE. 220		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2149129	HEALTHY FAST JAPANESE	
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	
Serial Number:	75189618	SPICY-AKI	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	64657-36		
NAME OF SUBMITTER:	Nancy Graham		

CH \$165.00 2149129

SIGNATURE:	/Nancy Graham/
DATE SIGNED:	11/11/2022
Total Attachments: 6 source=03.1. Trademark Security Agreement (Tokyo Joe) (Execution Version)#page1.tif source=03.1. Trademark Security Agreement (Tokyo Joe) (Execution Version)#page2.tif source=03.1. Trademark Security Agreement (Tokyo Joe) (Execution Version)#page3.tif source=03.1. Trademark Security Agreement (Tokyo Joe) (Execution Version)#page4.tif source=03.1. Trademark Security Agreement (Tokyo Joe) (Execution Version)#page5.tif source=03.1. Trademark Security Agreement (Tokyo Joe) (Execution Version)#page6.tif	

November 8, 2022

TRADEMARK SECURITY AGREEMENT

WHEREAS, TOKYO JOE'S, LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 22, 2021 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, each other signatory party thereto, and Sunflower Bank, N.A., as administrative agent for its benefit and the benefit of each of the other Secured Parties ("Administrative Agent"), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains, in each case constituting Collateral (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

[Signatures On Following Page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

TOKYO JOE'S, LLC,
a Delaware limited liability company

By:

Print Name: Darden Coors

Print Title: CEO

A handwritten signature in black ink, appearing to read "Darden Coors", with a horizontal line extending to the right.

ADMINISTRATIVE AGENT:

SUNFLOWER BANK, N.A.

By: 

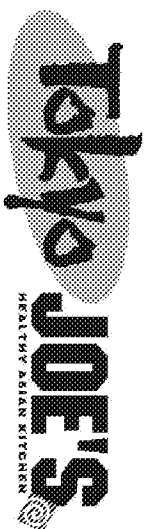
Print Name: Bradley Kraus

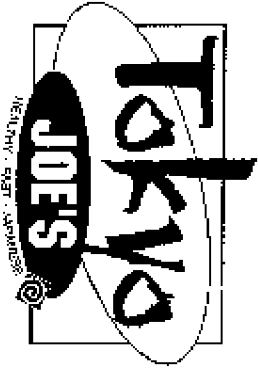
Print Title: Senior Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

(a) TRADEMARK REGISTRATIONS

<u>Registered Owner</u>	<u>Nature of Debtor's Interest (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date Registered</u>	<u>Country of Registration</u>
Tokyo Joe's, LLC	Owner	HEALTHY FAST JAPANESE and design	2149129	42	Restaurant Services	April 7, 1998	United States of America
Tokyo Joe's, LLC	Owner	HEALTHY & FAST & JAPANESE					
Tokyo Joe's, LLC	Owner	SPICY-AKI	75189618	30	Sauce and Salad Dressing	May 12, 1998	United States of America
Tokyo Joe's, LLC	Owner	Tangy Tokyo	2107112	30	Sauce and Salad Dressing	October 21, 1997	United States of America
Tokyo Joe's, LLC	Owner	Tokyo Joe's	2087278	42	Restaurant Services	August 12, 1997	United States of America
Tokyo Joe's, LLC	Owner	TOKYO JOE'S KITCHEN and design	5136378	43	Restaurant Services	February 7, 2017	United States of America
							

<u>Registered Owner</u>	<u>Nature of Debtor's Interest (e.g., owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date Registered</u>	<u>Country of Registration</u>
Tokyo Joe's, LLC	Owners	TOKYO JOE'S HEALTHY FAST JAPANESE and design 	2057167	42	Restaurant Services	April 29, 1997	United States of America
Tokyo Joe's, LLC	Owner	Tokyo Joe's	AZ 599572	43	Restaurant Services	June 11, 2014	United States of America - Arizona

(b) TRADEMARK APPLICATIONS
None.