

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM368196

<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>
Manduka LLC		12/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Privatebank and Trust Company		
<b>Street Address:</b>	120 South LaSalle Street, Suite 200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	State Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3540170	EKO	
<b>Registration Number:</b>	3540171	EQUA	
<b>Registration Number:</b>	4185180	FIND YOUR SOUL MAT	
<b>Registration Number:</b>	4087782	FOR YOUR PRACTICE + FOR OUR WORLD	
<b>Serial Number:</b>	86104278	LIVE ON	
<b>Registration Number:</b>	4833804	LIVE ON	
<b>Serial Number:</b>	85969197	MANDUKA	
<b>Registration Number:</b>	4391308	MANDUKA	
<b>Registration Number:</b>	4797600	MANDUKA	
<b>Registration Number:</b>	4214302	MANDUKAPRO	
<b>Registration Number:</b>	4660460		
<b>Registration Number:</b>	4520480		
<b>Registration Number:</b>	3749312		
<b>Registration Number:</b>	4087779	PRACTICE ON	
<b>Registration Number:</b>	3749313	PROLITE	
<b>Registration Number:</b>	3503337	THE BLACK MAT	
<b>Registration Number:</b>	4447705	UNBLOK	
<b>Serial Number:</b>	86104321	WELCOME	

CH \$465.00 3540170

**CORRESPONDENCE DATA****Fax Number:** 2029068669

*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.*

**Phone:** 202.906.8618**Email:** jpisigan@dykema.com**Correspondent Name:** Eric T. Fingerhut**Address Line 1:** 1300 I St., NW, Suite 300 West**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	104085-0359
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<b>NAME OF SUBMITTER:</b>	Eric T. Fingerhut
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<b>SIGNATURE:</b>	/eric t. fingerhut/
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<b>DATE SIGNED:</b>	01/06/2016
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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of December 22, 2015, by MANDUKA LLC, a Delaware limited liability company ("**Borrower**"), in favor of THE PRIVATEBANK AND TRUST COMPANY ("**Lender**").

### **WITNESSETH:**

**WHEREAS**, the Borrower has entered into that certain Loan and Security Agreement dated as of December \_\_, 2015 (as such may be amended, restated, supplemented and/or otherwise modified from time to time, the "**Loan and Security Agreement**") with the Lender, pursuant to which Lender has agreed to make loans to the Borrower;

**WHEREAS**, under the terms of the Loan and Security Agreement, the Borrower has granted a security interest in certain property, including without limitation, certain intellectual property of the Borrower to the Lender, and concurrently with the Loan and Security Agreement, the Borrower and Lender have entered into (i) that certain Trademark Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Trademark Security Agreement**"), and (ii) that certain Patent Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Patent Security Agreement**");

**WHEREAS**, the Borrower has agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities;

**WHEREAS**, as a condition to the effectiveness of the Loan and Security Agreement, Borrower is required to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

**Section 1.** Grant of Security. The Borrower hereby grants to Lender a security interest in and to all of the Borrower's right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Loan and Security Agreement):

1. All of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications

listed on Schedule I attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks; and

2. All of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule II attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Patents**").

**Section 2. Recordation.** The Borrower authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Execution in Counterparts.** This Agreement may be executed in any number of counterparts (including by telecopy or electronic communication), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**Section 4. Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of Illinois.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement, the Trademark Security Agreement and the Patent Security Agreement. The rights and remedies of each party hereto with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan and Security Agreement, the Trademark Security Agreement and the Patent Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Loan and Security Agreement, the Trademark Security Agreement or the Patent Security Agreement, the provisions of the Loan and Security Agreement, Trademark Security Agreement or the Patent Security Agreement (as applicable) shall govern.

*[Remainder of page intentionally left blank.]*

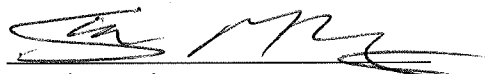
*[Signature page to Intellectual Property Security Agreement]*

**IN WITNESS WHEREOF**, Borrower has duly executed this Intellectual Property Security Agreement as of the date first written above.

**MANDUKA LLC**, a Delaware limited liability company

By: Manduka Holdings LLC, its sole member

By: Lakshmi Lotus Corp., its sole member

By:   
Name: Sky Meltzer  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**THE PRIVATEBANK AND TRUST COMPANY**

By: \_\_\_\_\_  
Name: Susan Hamilton Lanz  
Title: Managing Director

*[Signature page to Intellectual Property Security Agreement]*

**IN WITNESS WHEREOF**, Borrower has duly executed this Intellectual Property Security Agreement as of the date first written above.

**MANDUKA LLC**, a Delaware limited liability company

By: Manduka Holdings LLC, its sole member

By: Lakshmi Lotus Corp., its sole member

By: \_\_\_\_\_  
Name: Sky Meltzer  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**THE PRIVATEBANK AND TRUST COMPANY**

By: Susan Hamilton Lanz  
Name: Susan Hamilton Lanz  
Title: Managing Director

**TRADEMARK**

**REEL: 005703 FRAME: 0819**

# SCHEDULE I

## TRADEMARKS

Mark	Country	Appl. No.	Filing Date	Pub. Date	Reg. No.	Reg. Date	Status	Owner Name	Client Name	Goods
EQUA	Canada	1673783	4/23/2014	6/10/2015	TMA916379	10/6/2015	Registered	Manduka LLC	Manduka LLC	Class 24: Towels
EKO	Canada	1673782	4/23/2014	5/20/2015	TMA914682	9/21/2015	Registered	Manduka LLC	Manduka LLC	Class 28: Personal exercise mats
PROLITE	Canada	1673784	4/23/2014	5/20/2015	TMA914660	9/21/2015	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats
										Class 24: Towels for use as personal exercise mats, towels for use during yoga practice;
										Class 28: Yoga mats, personal exercise mats, cotton yoga rugs for use as personal exercise mats, bags specially fitted for carrying yoga mats, blocks for use in the practice of yoga, straps for use in the practice of yoga, bolsters for use in the practice of yoga, yoga blankets, and yoga kits comprised primarily of combinations of personal exercise mats, bags specifically fitted for carrying yoga mats, towels, blankets, bolsters, water bottles, blocks, or straps sold as a unit
LIVE ON	Canada	1672828	4/15/2014	2/4/2015			Published	Manduka LLC	Manduka LLC	Class 03: Yoga mat cleaning preparations;
										Class 18: Luggage, handbags, and tote bags;
										Class 24: Towels for use as personal exercise mats, towels and blankets for use during yoga practice;
										Class 25: Clothing, namely, tees and tanks;
MANDUKA (U.S. CLASSES 03, 18, 24, 25, 28, 35)	Canada	1630438	6/10/2013				Pending	Manduka LLC	Manduka LLC	Class 28: Yoga mats, personal exercise mats, cotton yoga rugs for use as personal exercise mats, bags specially fitted for carrying yoga mats, blocks for use in the practice of yoga, straps for use in the practice of yoga, bolsters for use in the practice of yoga, yoga kits comprised primarily of combinations of personal exercise mats, bags specifically fitted for carrying yoga mats, towels, blankets, bolsters, water bottles, blocks, or straps sold as a unit;
										Class 35: Mail order services and online retail store services featuring exercise equipment and accessories, apparel and equipment and accessories for use in the practice of yoga

Mark	Country	Appl. No.	Filing Date	Pub. Date	Reg. No.	Reg. Date	Status	Owner Name	Client Name	Goods
MISCELLANEOUS DESIGN (FROG LOGO) (U.S. CLASSES 18, 25, 28, 35)	Canada	1630440	6/10/2013	12/15/2014	TMA900247	4/1/2015	Registered	Manduka LLC	Manduka LLC	<p>Class 18: Luggage, handbags, and tote bags;</p> <p>Class 25: Casual clothing, clothing, namely tees and tanks;</p> <p>Class 28: Yoga exercise equipment and accessories for use in the practice of yoga, namely, yoga mats, personal exercise mats, cotton yoga rugs for use as personal exercise mats, bags specially fitted for carrying yoga mats, yoga mat cleaners, blocks for use in the practice of yoga, straps for use in the practice of yoga, pillows for use in the practice of yoga, eye pillows for use in the practice of yoga, bolsters for use in the practice of yoga, towels for use as personal exercise mats, towels and blankets for use during yoga practice, water bottles for use in the practice of yoga, yoga kits comprised of combinations of personal exercise mats, bags for carrying yoga mats, towels, blankets, bolsters, water bottles, blocks, straps sold as a unit;</p> <p>Class 35: Mail order services and online retail store services featuring exercise equipment and accessories, apparel and equipment and accessories for use in the practice of yoga</p>
EKO	United States of America	77455049	4/22/2008	9/16/2008	3540170	12/2/2008	Registered	Manduka LLC	Manduka LLC	Class 28: Personal exercise mats
EQUA	United States of America	77455068	4/22/2008	9/16/2008	3540171	12/2/2008	Registered	Manduka LLC	Manduka LLC	Class 24: Towels
FIND YOUR SOUL MAT	United States of America	85344874	6/13/2011	5/22/2012	4185180	8/7/2012	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats
FOR YOUR PRACTICE + FOR OUR WORLD	United States of America	85345497	6/14/2011	11/1/2011	4087782	1/17/2012	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats
LIVE ON (CLASS 24)	United States of America	86104278	10/29/2013	4/22/2014			Allowed	Manduka LLC	Manduka LLC	Class 24: Towels for use as personal exercise mats, towels for use during yoga practice
LIVE ON (CLASS 28)	United States of America	86977092	10/29/2013	4/22/2014	4833804	10/13/2015	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats, personal exercise mats, cotton yoga rugs for use as personal exercise mats, bags specially fitted for carrying yoga mats, blocks for use in the practice of yoga, straps for use in the practice of yoga, bolsters for use in the practice of yoga, yoga blankets, and yoga kits comprised primarily of combinations of personal exercise mats, bags specifically fitted for carrying yoga mats, towels, blankets, bolsters, water bottles, blocks, or straps sold as a unit
MANDUKA (CLASS 25)	United States of America	85969197	6/25/2013	6/9/2015			Allowed	Manduka LLC	Manduka LLC	Class 25: Clothing, namely, tops, bottoms, tights, shorts, pants, tank tops, skirts, dresses, jackets, wraps, headwear, and footwear
MANDUKA (CLASS 28)	United States of America	85805464	12/18/2012	6/11/2013	4391308	8/27/2013	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats



Mark	Country	Appl. No.	Filing Date	Pub. Date	Reg. No.	Reg. Date	Status	Owner Name	Client Name	Goods
MANDUKA (CLASSES 03, 18, 24, 25, 28, 35)	United States of America	85951047	6/5/2013	6/9/2015	4797600	8/25/2015	Registered	Manduka LLC	Manduka LLC	<p>Class 03: Yoga mat cleaning preparations;</p> <p>Class 18: Luggage, handbags, and tote bags;</p> <p>Class 24: Towels for use as personal exercise mats, towels and blankets for use during yoga practice;</p> <p>Class 25: Clothing, namely tees and tanks;</p> <p>Class 28: Yoga mats, personal exercise mats, cotton yoga rugs for use as personal exercise mats, bags specially fitted for carrying yoga mats, blocks for use in the practice of yoga, straps for use in the practice of yoga, bolsters for use in the practice of yoga, yoga kits comprised primarily of combinations of personal exercise mats, bags specifically fitted for carrying yoga mats, towels, blankets, bolsters, water bottles, blocks, or straps sold as a unit</p> <p>Class 35: Mail order services and online retail store services featuring exercise equipment and accessories, apparel and equipment and accessories for use in the practice of yoga</p>
MANDUKAPRO	United States of America	77775069	7/6/2009	3/22/2011	4214302	9/25/2012	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats
MISCELLANEOUS DESIGN (FROG LOGO) (BLACK & WHITE) (CLASS 25)	United States of America	85969211	6/25/2013	2/11/2014	4660460	12/23/2014	Registered	Manduka LLC	Manduka LLC	Class 25: Clothing, namely, tops, bottoms, tights, shorts, pants, tank tops, skirts, dresses, jackets, wraps, headwear, and footwear
MISCELLANEOUS DESIGN (FROG LOGO) (BLACK & WHITE) (CLASSES 03, 18, 24, 25, 28, 35)	United States of America	85951043	6/5/2013	2/11/2014	4520480	4/29/2014	Registered	Manduka LLC	Manduka LLC	<p>Class 03: Yoga mat cleaning preparations</p> <p>Class 18: Luggage, handbags, and tote bags;</p> <p>Class 24: Towels for use as personal exercise mats, towels and blankets for use during yoga practice;</p> <p>Class 25: Clothing, namely tees and tanks;</p> <p>Class 28: Yoga mats, personal exercise mats, cotton yoga rugs for use as personal exercise mats, bags specially fitted for carrying yoga mats, blocks for use in the practice of yoga, straps for use in the practice of yoga, bolsters for use in the practice of yoga, yoga kits comprised primarily of combinations of personal exercise mats, bags specifically fitted for carrying yoga mats, towels, blankets, bolsters, water bottles, blocks, or straps sold as a unit;</p> <p>Class 35: Mail order services and online retail store services featuring exercise equipment and accessories, apparel and equipment and accessories for use in the practice of yoga</p>
MISCELLANEOUS DESIGN (FROG LOGO) (COLOR) (CLASS 28)	United States of America	77775325	7/7/2009	12/1/2009	3749312	2/16/2010	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats

Mark	Country	App. No.	Filing Date	Pub. Date	Reg. No.	Reg. Date	Status	Owner Name	Client Name	Goods
PRACTICE ON	United States of America	85345482	6/14/2011	11/1/2011	4087779	1/17/2012	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats
PROLITE	United States of America	77775331	7/7/2009	12/1/2009	3749313	2/16/2010	Registered	Manduka LLC	Manduka LLC	Class 28: Yoga mats
THE BLACK MAT	United States of America	77454991	4/22/2008		3503337	9/16/2008	Registered (Sup)	Manduka LLC	Manduka LLC	Class 28: Personal exercise mats
UNBLOK	United States of America	85917387	4/29/2013	9/24/2013	4447705	12/10/2013	Registered	Manduka LLC	Manduka LLC	Class 28: Blocks for use in yoga practice
WELCOME	United States of America	86104321	10/29/2013	4/29/2014			Allowed	Manduka LLC	Manduka LLC	Class 24: Towels for use as personal exercise mats, towels for use during yoga practice; Class 28: Yoga mats, personal exercise mats, cotton yoga rugs for use as personal exercise mats, bags specially fitted for carrying yoga mats, blocks for use

**SCHEDULE II**

**PATENTS**

**United States**

Pat No.	Inventor	Title	Issue/effective Filing date/Ext	Assigned to:
695,857D	Sterios	Multi-contoured yoga support	12/17/13 12/14/11	Manduka, LLC
691,222D	Sterios	Multi-contoured yoga support	10/8/13 12/14/11	Manduka, LLC
D707,312	Sterios	Multi-contoured yoga support	7/17/14 12/14/11	Manduka, LLC
D703,772	Sterios	Multi-contoured yoga support	4/29/14 12/14/11	Manduka, LLC
D701,582	Sterios	Multi-contoured yoga support	3/25/14 12/14/11	Manduka, LLC