

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687336

<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>
Modani Holdings, LLC		11/10/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Concentric Partners I, LP		
<b>Street Address:</b>	900 Ridgefield Drive		
<b>Internal Address:</b>	Suite 270		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27609		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3657751	MODANI	
<b>Serial Number:</b>	87429058	URBANMOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>Phone:</b>	(919)838-2034		
<b>Email:</b>	pkarmire@smithlaw.com		
<b>Correspondent Name:</b>	Perky L Karmire / Smith Anderson Law		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Perky L. Karmire		
<b>SIGNATURE:</b>	/s/ Perky L. Karmire		
<b>DATE SIGNED:</b>	11/10/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 10, 2021 (this "Agreement"), is made by MODANI HOLDINGS, LLC, a Delaware limited liability company (the "Grantor"), in favor of CONCENTRIC PARTNERS I, LP, a Delaware limited partnership, as collateral agent for the ratable benefit of itself and the Purchasers (in such capacity, together with its successors and permitted assigns, the "Collateral Agent"). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

**WHEREAS**, the Grantor, the other Loan Parties from time to time party thereto, the Collateral Agent, and the Purchasers from time to time party thereto have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement");

**WHEREAS**, in connection with the Purchase Agreement, the Grantor, the other parties from time to time thereto and Collateral Agent have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Collateral Agent for the ratable benefit of itself and the Purchasers from time to time party to the Purchase Agreement; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Purchase Agreement, the Grantor hereby agree as follows:

**Section 1**      **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grant to Collateral Agent, for ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a)      all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, but excluding any "intent to use" Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office;

(b)      all renewals and extensions of the foregoing;

(c)      all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d)      all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 2**      **Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Intellectual Property 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. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 5**      **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses, in each case subject to a security interest hereunder.

**Section 6**      **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7**      **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first set forth above.

**Grantor:**

**MODANI HOLDINGS, LLC**

By: **MAISONS DU MONDE USA, INC.**, its sole member

DocuSigned by:

*Joey Separzadeh*

By: .....  
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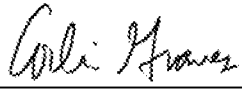
Name: **Joey Separzadeh**

Its: **President**

**Collateral Agent:**

**CONCENTRIC PARTNERS I, LP**

By: Concentric Partners I GP, LLC  
Its: General Partner

By:   
Name: Corbin A. Graves  
Its: Manager

**SCHEDULE I**

**Registered Trademarks**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Modani Holdings, LLC	Service Mark, Modani	07-21-2009	Reg. No. 3,657,751
Modani Holdings, LLC	Word mark, Modani	Registered in Australia on 03-25-2015	International Reg. No. 1226651
Modani Holdings, LLC	Word mark, Modani	04-21-2015	Canadian Reg. No. TMA901524

**Trademark Applications**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Application Date</b>	<b>Application Number</b>
Modani Holdings, LLC	Service Mark, Urbanmod	Currently rejected	App. No. 87/429058