

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM720727

<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>
LOTUS BRANDS, INC.		04/07/2022	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOWN BANK, N.A.		
<b>Street Address:</b>	731 N. Jackson Street, Suite 100		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6224758	BRETANNA	
<b>Registration Number:</b>	5674258	YAKSHI NATURALS	
<b>Registration Number:</b>	4711943	LIGHT MOUNTAIN	
<b>Registration Number:</b>	4292276	ANCIENT SECRETS	
<b>Registration Number:</b>	2768152	F FOLIOE	
<b>Registration Number:</b>	3034278	TIFERET AROMATHERAPY	
<b>Registration Number:</b>	2932807	LOTUS PRESS	
<b>Registration Number:</b>	2964935	SMILE BRITE	
<b>Registration Number:</b>	2853790	SMILE BUNNIES	
<b>Registration Number:</b>	3558820	VEGANFLOSS	
<b>Registration Number:</b>	2871017	NATIVE VISIONS	
<b>Registration Number:</b>	2502425	BETWEEN!	
<b>Registration Number:</b>	2159720	ULTIMATE ESSENTIAL MOUTHCARE	
<b>Registration Number:</b>	2060090	TARTARGUARD	
<b>Registration Number:</b>	1955943	ANCIENT SECRETS	
<b>Registration Number:</b>	1869178	YAKSHI FRAGRANCES	
<b>Registration Number:</b>	1915927	NEEMAURA	
<b>Registration Number:</b>	1900278	ECO-DENT	
<b>Registration Number:</b>	1887860	GENTLEFLOSS	

CH \$565.00 6224758

Property Type	Number	Word Mark
Registration Number:	1817323	ECO-DENT
Registration Number:	1765459	NATURE'S ALCHEMY
Registration Number:	1252630	BEAUTY WITHOUT CRUELTY

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** Nicole.Renouard@quarles.com, katrina.balasko@quarles.com

**Correspondent Name:** Nicole J. Renouard

**Address Line 1:** 411 East Wisconsin Avenue, Suite 2400

**Address Line 4:** Milwaukee, WISCONSIN 53202-4428

<b>NAME OF SUBMITTER:</b>	Nicole J. Renouard
<b>SIGNATURE:</b>	/NicoleJRenouard/
<b>DATE SIGNED:</b>	04/12/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “**Agreement**”), dated as of the 7 day of April, 2022, is made by LOTUS BRANDS, INC., a Wisconsin corporation (“**Grantor**”), with its principal place of business and mailing address at 1100 Lotus Drive, Silver Lake, Wisconsin 53170, in favor of TOWN BANK, N.A. (“**Lender**”), with its mailing address at 731 N. Jackson Street, Suite 100, Milwaukee, Wisconsin 53202, and its successors and assigns.

### PRELIMINARY STATEMENTS

A. Grantor, PADMA, LLC, a Delaware limited liability company (“**Padma**”), LOTUS LIGHT ENTERPRISES, INC., a Wisconsin corporation (“**Lotus Light**”), AL-WALI Corporation, a Georgia corporation (“**Al-Wali**”), and SHAKTI, LLC, a Wisconsin limited liability company (“**Shakti**,” and together with Grantor, Padma, Lotus Light, and Al-Wali, the “**Borrowers**”), and the Lender are parties to a Loan Agreement dated as of the date hereof (such Loan Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Loan Agreement**”), pursuant to which the Lender has agreed, subject to certain terms and conditions, to make advances and make certain other financial accommodations available to the Grantor.

B. As a condition to the execution and delivery of the Loan Agreement, the Lender has required, among other things that the Grantor grant to the Lender, a lien on and security interest in certain property of Grantor.

C. The Borrowers, Lender, RUPA, LLC, a Wisconsin limited liability company, MOKSHA, LLC, a Wisconsin limited liability company, OTHALA LLC, a Georgia limited liability company, and World Tree Productions, LLC, a Georgia limited liability company are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Security Agreement**”), pursuant to which the Grantor has granted a lien on and security interest in certain property of the Grantor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make its respective advancement of funds to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Lender a Lien on and continuing security interest in all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) all of its trademarks and service marks, whether registered or not, and trademark applications, registrations, and like protections, including, without limitation,

each trademark, trademark application, and registration listed on Schedule A hereto, and all renewals and extensions of the foregoing (collectively, the “**Trademarks**”);

(ii) all goodwill of the business connected with the use of, and symbolized by the Trademarks; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any of the Trademarks, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **Counterparts.** This Trademark Security 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.

5. **Governing Law.** This Trademark Security 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 Wisconsin.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

GRANTOR:

LOTUS BRANDS, INC., a Wisconsin corporation

By: 

Name: Santosh Krinsky

Title: President

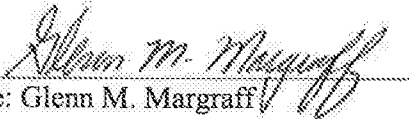
*Signature Page to Trademark Security Agreement  
Lotus Brands*

**TRADEMARK**  
**REEL: 007689 FRAME: 0964**

Accepted and agreed to as of the date and year first written above.

**LENDER:**

**TOWN BANK, N.A.**

By:   
Name: Glenn M. Margraff  
Title: Executive Vice President – Middle Market

*Signature Page to Trademark Security Agreement  
Lotus Brands*

**TRADEMARK  
REEL: 007689 FRAME: 0965**

Schedule A  
Trademarks

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Class(es)</b>
87955491	6224758	BRETANNA	003
87955496	5674258	YAKSHI NATURALS	003
85361162	4711943	LIGHT MOUNTAIN	003
85671649	4292276	ANCIENT SECRETS	005; 010; 011; 021
78087038	2768152	F FOLIOE	011
78340528	3034278	TIFERET AROMATHERAPY	003
78285193	2932807	LOTUS PRESS	016; 041
78259956	2964935	SMILE BRITTE	021
78261587	2853790	SMILE BUNNIES	021
77399152	3558820	VEGANFLOSS	021
76494886	2871017	NATIVE VISIONS	016
75557027	2502425	BETWEEN!	030
75220708	2159720	ULTIMATE ESSENTIAL MOUTHCARE	003; 005
75055315	2060090	TARTARGUARD	003

74595055	1955943	ANCIENT SECRETS	003
74423034	1869178	YAKSHI FRAGRANCES	003
74564005	1915927	NEEMAURA	003; 005
74471780	1900278	ECO-DENT	003
74074395	1887860	GENTLEFLOSS	010
74277331	1817323	ECO-DENT	003
74199353	1765459	NATURE'S ALCHEMY	003
73293514	1252630	BEAUTY WITHOUT CRUELTY	003

TRADEMARK

REEL: 007689 FRAME: 0967

RECORDED: 04/12/2022