

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720729

| | | | |
|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LOTUS LIGHT ENTERPRISES, INC. | | 04/07/2022 | Corporation: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | TOWN BANK, N.A. | | |
| Street Address: | 731 N. Jackson Street, Suite 100 | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53202 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3265170 | LOTUS LIGHT | |
| Registration Number: | 2667836 | INTERNATURAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| 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 | | |
| NAME OF SUBMITTER: | Nicole J. Renouard | | |
| SIGNATURE: | /NicoleJRenouard/ | | |
| DATE SIGNED: | 04/12/2022 | | |
| Total Attachments: 5 | | | |
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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 LIGHT ENTERPRISES, 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**”), AL-WALI Corporation, a Georgia corporation (“**Al-Wali**”), LOTUS BRANDS, INC., a Wisconsin corporation (“**Lotus Brands**”), and SHAKTI, LLC, a Wisconsin limited liability company (“**Shakti**,” and together with Grantor, Padma, Al-Wali, and Lotus Brands, 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 LIGHT ENTERPRISES, INC., a
Wisconsin corporation

By: 

Name: Santosh Krinsky

Title: President


TRADEMARK

REEL: 007689 FRAME: 0971

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 Light Enterprises*

**TRADEMARK
REEL: 007689 FRAME: 0972**

Schedule A

Trademarks

| Serial Number | Reg. Number | Word Mark | Class(es) |
|----------------------|--------------------|------------------|------------------|
| 78973408 | 3265170 | LOTUS LIGHT | 035 |
| 76130897 | 2667836 | INTERNATURAL | 035 |