

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magick Woods Inc.		05/22/2023	Corporation: DELAWARE
Magick Woods Exports Private Limited		05/22/2023	Corporation: INDIA
RECEIVING PARTY DATA			
Name:	Old National Bank		
Street Address:	8750 W. Bryn Mawr		
Internal Address:	Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	National Banking Association: INDIANA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6590944	J COLLECTION	
Registration Number:	6590945	J COLLECTION	
Registration Number:	6198039	MAGICKWOODS	
Registration Number:	6356399	HUGO & BORG	
Registration Number:	6198040	MAGICKWOODS	
Serial Number:	97573043	CASSARYA CABINETRY	
Serial Number:	97628628	INDYGO10	
Serial Number:	97628693	10 INDYGO CABINETRY	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	phack@vedderprice.com		
Correspondent Name:	Patricia Hack		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 N. LaSalle Street, Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$215.00 6590944

NAME OF SUBMITTER:	Patricia Hack
SIGNATURE:	/Patricia Hack/
DATE SIGNED:	06/30/2023
Total Attachments: 17 source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page1.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page2.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page3.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page4.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page5.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page6.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page7.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page8.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page9.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page10.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page11.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page12.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page13.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page14.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page15.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page16.tif source=51425.00.0007-II.A.04. Intellectual Property Security Agreement#page17.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of **May 22, 2023** by MAGICK WOODS INC., a Delaware corporation (“Borrower”) and MAGICK WOODS EXPORTS PRIVATE LIMITED, a corporation organized under the laws of India (“Parent”) (each of Borrower and Parent, individually a “Pledgor” and collectively, the “Pledgors”), in favor of OLD NATIONAL BANK (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of March 16, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and between Borrower and Lender, pursuant to which Lender has agreed to make certain Loans and other extensions of credit to the Borrower from time to time, pursuant to the terms and conditions thereof;

WHEREAS, Parent is the owner of the majority of the equity interests in Borrower, and the extension and/or continued extension of credit by Lender to Borrower will inure to the personal and financial benefit of Parent, and Parent has entered into that certain Stock Pledge Agreement, as amended from time to time, in favor of Lender, dated as of the date of the Loan Agreement, as amended, as further collateral security to Lender in respect of the Obligations of Borrower under the Loan Agreement; and

WHEREAS, Lender is willing to continue to extend credit to the Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement in order to secure the payment and performance of, among other things, all now existing or hereafter arising Obligations (as defined in the Loan Agreement) under the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to the Lender, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of each Pledgor's now owned or existing and hereafter acquired or arising (whether as owner and Licensor or as Licensee):

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this Paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this Paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations listed on Schedule 3 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future

infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this Paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark or copyright license agreements under which Pledgors license rights associated with the Trademarks, Patents, Copyrights, or Domain Names to any other party, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Loan Agreement, (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Paragraph 4(d), the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Paragraph 4 shall be deemed to apply thereto automatically.

(e) rights under or interests in any internet domain names and internet domain registration agreement including, without limitation, those listed on Schedule 5 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Loan Agreement (all of the foregoing are hereafter referred to collectively as the "Domain Names"), and all proceeds of the foregoing.

5. Restrictions on Future Agreements. No Pledgor shall, without the Lender's prior written consent, enter into any agreement, including, without limitation, any intellectual property security agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks, Patents, Copyrights, Domain Names or Licenses.

6. New Intellectual Property Rights. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned by any Pledgor, (b) the Patents listed on Schedule 2 include all of the patents and patent applications now owned by any Pledgor, (c) the Copyrights listed on Schedule 3 include all of the copyright applications and registrations now owned by any Pledgor, (d) the Licenses listed on Schedule 4 include all of the patent, trademark or copyright license agreements under which any Pledgor is the licensor, (e) the Domain Names listed on Schedule 5 list all of the domain names and internet registrations owned by the Pledgors, and (f) no Liens, claims or security interests in such Trademarks, Patents, Copyrights, Domain Names or Licenses have been granted by any Pledgor to any Person other than the Lender for the benefit of the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this

Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements as licensor, or license renewals, (v) enter into any new license agreement, the provisions of Paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses) or (vi) obtain rights or become entitled to the benefits of any additional Domain Names. The Pledgors shall give to the Lender reasonably prompt written notice of events described in clauses (i)-(vi) of the preceding sentence. Each Pledgor hereby agrees to modify this Agreement (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under Paragraph 4 above or under this Paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under Paragraph 4 above or under this Paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations, which are Copyrights under Paragraph 4 above or under this Paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent or copyright license agreements that are Licenses under Paragraph 4 above or under this Paragraph 6, (v) by amending Schedule 5 to include any future Domain Names. Each Pledgor hereby authorizes the Lender to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by the Lender of the Trademarks, Patents, Copyrights, Domain Names and Licenses as authorized hereunder in connection with the exercise of its rights and remedies under Paragraph 16 or pursuant to the Loan Agreement shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in the Trademarks, Copyrights, Patents or Domain Names without the prior written consent of the Lender and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Lender, in each case not to be unreasonably withheld.

9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the

Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Pledgors, at such Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Lender or the Lender, or any of them, pursuant to this Agreement.

10. Duties of Each Pledgor. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of the such Pledgor's rights in the Trademarks, Patents, Copyrights, Domain Names and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright, Domain Names or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of the Lender, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights, Domain Names and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgors. Lender shall have no duty with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses.

11. Indemnification by Each Pledgor. Each Pledgor hereby agrees to indemnify and hold harmless the Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Lender in connection with or in any way rising out of any third party suits, proceedings or other actions, relating to any or all of the Trademarks, Patents, Copyrights, Domain Names or Licenses (including, without limitation, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, the Lender is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. [Reserved].

13. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by each Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise

thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender, and directed to such Pledgor and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in Paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Lender (and all officers and Lenders of the Lender designated by the Lender in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in such Pledgor's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone to recover the payment of the Obligations, and (ii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights, Domain Names or Licenses to anyone to recover the payment of the Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights, Domain Names or Licenses may be located or deemed located. Upon the occurrence and continuance of an Event of Default and the election by the Lender to exercise any of its remedies under the Uniform Commercial Code, as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights, Domain Names or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights, Domain Names and Licenses, to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such

agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, Patents, Copyrights, Domain Names and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and continuance of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the Other Agreements. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights, Domain Names or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and their successors and assigns, and shall inure to the benefit of the Lender and their nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of any Pledgor; provided, however, that no Pledgor shall voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

18. Governing Law; Forum Selection; Jury Waiver.

(a) THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.

(b) To induce Lender to accept this Agreement, each of the Pledgors irrevocably agrees that, subject to Lender's sole and absolute election, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR THE RIGHTS AND INTERESTS DESCRIBED HEREIN SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. EACH PLEDGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. EACH PLEDGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON EACH PLEDGOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO EACH PLEDGOR AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE 10 DAYS AFTER THE SAME HAS BEEN POSTED. BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST BORROWER BY LENDER IN ACCORDANCE WITH THIS SECTION.

(c) EACH PLEDGOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM, COUNTERCLAIM, ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

19. Notices. All notices and other communications provided for hereunder shall be in writing and, (i) if to the Pledgor, mailed or delivered to Pledgor, addressed to Pledgor, at the address for Borrower set forth in the Loan Agreement; and if to Lender, to the address for Lender set forth in the Loan Agreement; or as to either party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed or telegraphed, respectively, be effective when deposited in the mails, addressed as stated above.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Counterparts Etc. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this Agreement as executed which are maintained by the Lender shall be deemed to be originals. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission also shall upon request deliver an original executed counterpart thereof, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

22. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each Pledgor and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between each Pledgor and the Lender.

23. NON-RECOURSE GUARANTY. PARENT HEREBY GUARANTEES TO LENDER, ON A NON-RECOURSE BASIS, PROMPT PAYMENT (WHETHER AT STATED MATURITY, BY ACCELERATION OR OTHERWISE) AND PERFORMANCE OF THE OBLIGATIONS, IT BEING UNDERSTOOD THAT LENDER'S SOLE RIGHT TO RECOVER FROM PARENT AS PLEDGOR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE PLEDGED RIGHTS AND INTERESTS DESCRIBED HEREIN AND LENDER SHALL NOT HAVE ANY RIGHT OF RECOURSE AGAINST ANY OTHER ASSET OF PARENT AS PLEDGOR PURSUANT TO THIS AGREEMENT.

24. Authorized Agent. Each Pledgor hereby irrevocably designates and appoints Murali Muraleethran, c/o Magick Woods Inc. 1600 Sequoia Drive, Aurora, Illinois 60506 as its authorized agent (the "**Authorized Agent**"), in the case of any suit, action or proceeding brought in the United States as its designee, appointee and agent to receive, accept and acknowledge for and on its behalf, and in respect of its property, service of any and all legal process, summons, notices and documents that may be served in any action or proceeding arising out of or in connection with this Agreement or any other Loan Document. Such service may be made by mailing (by registered or certified mail, postage prepaid) or delivering a copy of such process to Pledgor in care of the Authorized Agent at the Authorized Agent's address set forth above, Pledgor hereby irrevocably authorizes and directs the Authorized Agent to accept such service on its behalf. As an alternative method of service, Pledgor irrevocably consents to the service of any and all process in any such action or proceeding by the mailing (by registered or certified mail, postage prepaid) of copies of such process to the Authorized Agent or Pledgor at its address specified in Section 16 hereof. Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[signature pages follow]

(Signature Page to Intellectual Property Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWER:

MAGICK WOODS INC., a Delaware corporation

By: *M. M. Murali Muraleethran*
Murali Muraleethran
Assistant Secretary

PARENT:

MAGICK WOODS EXPORTS PRIVATE LIMITED, a corporation organized under the laws of India

By: *M. M. Murali Muraleethran*
Murali Muraleethran
Assistant Secretary



In Presence of:

[Signature]
Witness

P. P. [Signature]
Witness

SCHEDULE 1

Current Trademarks and Trademark Applications

Pledgor	Country	Mark	Application no. Date	Registration no. Date
MAGICK WOODS EXPORTS PRIVATE LIMITED	USA	J COLLECTION (WORD MARK)	88509926 7/11/2019	6590944 12/14/2021
MAGICK WOODS EXPORTS PRIVATE LIMITED	USA	J COLLECTION and Design 	88510010 7/11/2019	6590945 12/14/2021
MAGICK WOODS EXPORTS PRIVATE LIMITED	USA	MAGICKWOODS (WORD MARK)	88509839 7/11/2019	6198039 11/17/2020
MAGICK WOODS, INC.	USA	HUGO & BORG (WORD MARK)	88046898 7/20/2018	6356399 May 18, 2021
MAGICK WOODS EXPORTS PRIVATE LIMITED	USA	MAGICK WOODS (DEVICE MARK)	88509878 7/11/2019	6198040 11/17/2020
MAGICK WOODS INC. dba CASSARYA CABINETRY	USA	CASSARYA CABINETRY	97573043 8/31/2022	Pending, Not yet registered
MAGICKWOODS INC., dba INDYGO10	USA	INDYGO10	97628628 10/12/2022	Pending, Not yet registered
MAGICKWOODS INC., dba INDYGO10	USA	INDYGO10 CABINETRY and Design Mark 	97628693 10/12/2022	Pending, Not yet registered

Trade Names
(listed according to applicable Pledgor)

Borrower – Magick Woods

Indygo10
Cassarya Cabinetry

Trademarks Not Currently In Use
(listed according to applicable Pledgor)

None

SCHEDULE 2

Patents and Patent Applications

<u>PLEDGOR</u>	<u>COUNTRY</u>	<u>PATENT NAME</u>	<u>APPLICATION NUMBER/DATE</u>	<u>PATENT NUMBER / DATE</u>
MAGICK WOODS EXPORTS PRIVATE LIMITED	USA	System and method for designing interior space (Patent Pending)	16/373,484 4/2/2019	10712923 7/14/2020

SCHEDULE 3

Copyrights

(listed according to applicable Pledgor)

None

SCHEDULE 4

Licenses

(listed according to applicable Pledgor)

1. That certain Intellectual Property License Agreement, dated as of January 1, 2020, by and between MAGICK WOODS EXPORTS PRIVATE LIMITED, a corporation organized under the laws of India, as Licensor, and MAGICK WOODS INC., a Delaware corporation, as Licensee

SCHEDULE 5

Domain Names*

(listed according to applicable Pledgor)

Borrower – Magick Woods Inc.

klearvuecabinetry.com
magickwoodselements.com
hugoandborg.ca
hugoandborg.com
jcollection.com
indygo10.com
cassarya.com
magickwoods.in
magickwoods.com

***NOTE: Only active domain names are listed on this Schedule 5. Borrower and/or Parent have rights under or interests in additional inactive domain names.**