

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3683608

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	YOGITOES LLC	12/22/2015
<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>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6961969	
<b>Patent Number:</b>	7069607	
<b>Patent Number:</b>	7137157	
<b>Patent Number:</b>	8167777	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)906-8669	
<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>	202.906.8618	
<b>Email:</b>	ipmail@dykema.com	
<b>Correspondent Name:</b>	ERIC T. FINGERHUT	
<b>Address Line 1:</b>	1300 I ST., NW, SUITE 300 WEST	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005	
<b>ATTORNEY DOCKET NUMBER:</b>	104085-0359	
<b>NAME OF SUBMITTER:</b>	ERIC T. FINGERHUT	
<b>SIGNATURE:</b>	/eric t. fingerhut/	
<b>DATE SIGNED:</b>	01/06/2016	
<b>Total Attachments: 7</b>		
source=IP Security Agreement (Yogitoes LLC to The Privatebank and Trust Company)#page1.tif		
source=IP Security Agreement (Yogitoes LLC to The Privatebank and Trust Company)#page2.tif		
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source=IP Security Agreement (Yogitoes LLC to The Privatebank and Trust Company)#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

### **WITNESSETH:**

**WHEREAS**, Manduka LLC, a Delaware limited liability company ("**Borrower**"), and Lender are parties to that certain Loan and Security Agreement (as amended, restated, modified or supplemented and in effect from time to time, the "**Loan and Security Agreement**"), and in connection therewith Grantor has executed that certain Continuing Unconditional Guaranty dated as of even date herewith made by Grantor in favor of Lender (as amended, restated, modified or supplemented and in effect from time to time, the "**Guaranty**"), pursuant to which the Grantor has guaranteed the Borrower's Liabilities (as defined in the Guaranty);

**WHEREAS**, concurrently with the Guaranty, Grantor has entered into that certain Security Agreement dated as of even date herewith with the Lender (the "**Security Agreement**"), pursuant to which, Grantor has granted a security interest to Lender in certain property, including without limitation, certain intellectual property of Grantor, in order to secure the Obligations (as defined in the Security Agreement), and in connection therewith Grantor 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**, Grantor 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, Grantor 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 Security Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

**Section 1. Grant of Security.** The Grantor hereby grants to Lender a security interest in and to all of the Grantor'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 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 Grantor'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 Grantor 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 Security Agreement, the Trademark Security Agreement and the Patent Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the 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 Security Agreement, the Trademark Security Agreement or the Patent Security Agreement, the provisions of the Security Agreement, the Trademark Security Agreement or Patent Security Agreement (as applicable) shall govern.

*[Signature page to Intellectual Property Security Agreement]*

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

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

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, Grantor has duly executed this Intellectual Property Security Agreement as of the date first written above.

YOGITOES LLC, a Delaware limited liability company

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

# SCHEDULE I

## TRADEMARKS

Mark	Country	Case Type	Appl. No.	Filing Date	Pub. Date	Reg. No.	Reg. Date	Status	Owner Name	Client Name	Goods
SPATOES	Canada	ORD	1405439	7/30/2008	7/29/2009	TMA814835	1/3/2012	Registered	Yogitoes LLC	Yogitoes LLC	Class 27: Bath mats; fabric bath mats; textile bath
SWEATLESS	Canada	ORD	1475813	4/6/2010	8/17/2011	TMA813785	12/9/2011	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Cloth towels
YOGITOES	Canada	ORD	1509545	12/29/2010	7/20/2011	TMA811639	11/14/2011	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Cloth towels; textile fabrics used in the manufacture of towels and
SKIDLESS	Canada	ORD	1509544	12/29/2010	7/20/2011	TMA811643	11/14/2011	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Cloth towels; textile fabrics used in the manufacture of towels and
MISCELLANEOUS DESIGN (ORANGE DOT)	Canada	ORD	1448045	8/12/2009	7/7/2010	TMA781122	10/28/2010	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels used for exercise in the nature of yoga, pilates, stretching and meditation
YOGITOES (CLASS 24)	United States of America		78452202	7/16/2004	8/23/2005	3015294	11/15/2005	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: towels used for fitness and exercise
SKIDLESS	United States of America		78525943	12/2/2004	9/6/2005	3020870	11/29/2005	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels
MISCELLANEOUS DESIGN (ORANGE DOT)	United States of America		78820702	2/22/2006	3/24/2009	3635388	6/9/2009	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels used for exercise in the nature of yoga, pilates, stretching and meditation
MISCELLANEOUS DESIGN (TWO ORANGE DOTS)	United States of America		78981261	3/6/2006	3/24/2009	3747889	2/9/2010	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels used for exercise in the nature of yoga, pilates, gymnastics, stretching, meditation or relaxation exercises
YSTRAP	United States of America		78964673	8/31/2006	10/30/2007	3369469	1/15/2008	Registered	Yogitoes LLC	Yogitoes LLC	Class 28: Elastic and non-elastic bands used during exercises in the nature of yoga, pilates, balancing, stretching and meditation
YOGITOES (and Design)	United States of America		78965791	9/1/2006	5/29/2007	3378733	2/5/2008	Registered	Yogitoes LLC	Yogitoes LLC	20 Int. pillows and head supporting pillows used for fitness and exercise in the nature of yoga, Pilates and meditation Class 24: towels used for fitness and exercise
MSEAT	United States of America		77059340	12/7/2006	7/17/2007	3392496	3/4/2008	Registered	Yogitoes LLC	Yogitoes LLC	20 Int. Body support cushion to promote proper posture during exercises in the nature of yoga, meditation and stretching

PATENT

REEL: 037421 FRAME: 0368

Mark	Country	Case Type	Appl. No.	Filing Date	Pub. Date	Reg. No.	Reg. Date	Status	Owner Name	Client Name	Goods
TEENITOES	United States of America		77394719	2/12/2008	5/6/2008	3518029	10/14/2008	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Bath towels; Children's towels; Face towels of textiles; Hand towels; Hand-towels made of textile fabrics; Towels
TEENITOES (Stylized)	United States of America		77394727	2/12/2008	5/6/2008	3518030	10/14/2008	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Bath towels; Children's towels; Face towels of textiles; Hand-towels made of textile fabrics; Towels
SPATOES	United States of America		77415976	3/7/2008	7/22/2008	3655516	7/14/2009	To Lapse	Yogitoes LLC	Yogitoes LLC	Class 27: Bath mats; Fabric bath mats; Textile bath mats
SPATOES (Stylized)	United States of America		77416016	3/7/2008	7/22/2008	3658957	7/21/2009	To Lapse	Yogitoes LLC	Yogitoes LLC	Class 27: Bath mats; Fabric bath mats; Textile bath mats
MISCELLANEOUS DESIGN (ORANGE DOT)	United States of America		77689875	3/12/2009	7/14/2009	3689085	9/29/2009	To Lapse	Yogitoes LLC	Yogitoes LLC	Class 28: Exercise mats for exercises in the nature of yoga, pilates, gymnastics, meditation and stretching; covers for exercise mats for exercises in the nature of yoga, pilates, gymnastics, meditation and stretching
SWEATLESS	United States of America		77847809	10/13/2009	3/16/2010	3909000	1/18/2011	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels
SWEATLESS (Stylized)	United States of America		77847887	10/13/2009	3/23/2010	3909001	1/18/2011	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels
RSKIDLESS	United States of America		85625730	5/15/2012	10/23/2012	4271604	1/8/2013	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels used for fitness and exercise
RYOGA	United States of America		85625695	5/15/2012	11/6/2012	4278798	1/22/2013	Registered	Yogitoes LLC	Yogitoes LLC	Class 20: Pillows;  Class 24: Towels used for fitness and exercise;  Class 28: Yoga mats, yoga blocks, yoga straps;  Class 35: On-line retail store featuring yoga accessories
MISCELLANEOUS DESIGN (TOWEL OUTLINE WITH DOT)(BLACK & WHITE)	United States of America		85730678	9/17/2012	4/2/2013	4353124	6/18/2013	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels used for fitness and exercise
MISCELLANEOUS DESIGN (TOWEL OUTLINE WITH CONTRASTING STITCHING AND DOT)	United States of America		85735919	9/23/2012	4/2/2013	4353168	6/18/2013	Registered	Yogitoes LLC	Yogitoes LLC	Class 24: Towels used for fitness and exercise
MISCELLANEOUS DESIGN (MAT WITH GRID DESIGN)	United States of America		86211023	3/4/2014				To be Aband.	Yogitoes LLC	Yogitoes LLC	Class 24: Towels used for fitness and exercise
YOGITOES (CLASS 28)	United States of America		86654560	6/8/2015	10/27/2015			Published	Yogitoes LLC	Yogitoes LLC	Class 28: yoga towels specially adapted for yoga mats



**SCHEDULE II****PATENTS****Canada**

Pat No.	Inventor	Title	Assigned to:
2,528,976	Nichols	Absorbent Towel With Projections	Yogitoes LLC

**United States**

Pat No.	Inventor	Title	Issue/effective Filing date/Ext	Assigned to:
6,961,969	Nichols	Absorbent towel with projections	Issu 11/8/2005 Filed 6/29/04	Yogitoes, LLC
7,069,607	Nichols	Absorbent towel with projections	Issu 7/4/06 Con of '969-6/29/04	Yogitoes, LLC
7,137,157	Nichols	Absorbent towel with projections	Issue 11/21/06 Con of '969-6/29/04	Yogitoes, LLC
8,167,777	Nichols	Balance and exercise dynamic support block	5/1/12 6/12/07	Yogitoes, LLC