

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402082

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kusha, Inc.		09/29/2016	Corporation: CALIFORNIA
LT Foods USA, LLC		09/29/2016	Limited Liability Company: TEXAS
LT Overseas North America, Inc.		09/29/2016	Corporation: CALIFORNIA
Universal Traders, Inc.		09/29/2016	Corporation: CALIFORNIA
Ecolife, LLC		09/29/2016	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. (as Administrative Agent)
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1493357	PARI BRAND
Registration Number:	1694676	PARI
Registration Number:	1764711	AFTAB
Registration Number:	1683914	ROYAL RICE
Registration Number:	1718491	SHAHZRZAD
Registration Number:	1793788	NASIM BASMATI RICE N
Registration Number:	1982351	ROYAL
Registration Number:	2066393	ROYAL
Registration Number:	2057001	PARI BASMATI RICE
Registration Number:	2119452	KUSHA BASMATI RICE
Registration Number:	2117733	KUSHA
Registration Number:	2342491	TOP TEA
Registration Number:	2610690	GRAPEOLA

CH \$665.00 1493357

Property Type	Number	Word Mark
Registration Number:	3174620	ROYAL
Registration Number:	4074674	
Registration Number:	4206399	
Registration Number:	3990952	ROYAL
Registration Number:	4226560	ROYAL TOP TEA
Registration Number:	4203136	ROYAL
Registration Number:	4590949	SHAHZRAD
Registration Number:	4306093	ROYAL CURRY DELIGHTS
Registration Number:	4580108	SHAHZRAD
Registration Number:	3165679	OLEEVEOLA
Registration Number:	2668714	CRISPA
Registration Number:	3029877	SHABNAM AGED RICE
Registration Number:	4132158	ROYAL ORCHID JASMINE RICE

CORRESPONDENCE DATA

Fax Number: 2027393001

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.

Phone: 2027393001

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.05-0594
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	10/14/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of September 29, 2016, by and among KUSHA, INC., a California corporation, LT FOODS USA, LLC, a Texas limited liability company, LT OVERSEAS NORTH AMERICA, INC., a California corporation, UNIVERSAL TRADERS, INC., a California corporation, and ECOLIFE, LLC, a California limited liability company (each a "Grantor", and collectively, the "Grantors"), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the Administrative Agent and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's 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 Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTORS:

KUSHA, INC.,
a California corporation

By: Abhinav Arora
Name: ABHINAV ARORA
Title: PRESIDENT

LT FOODS USA, LLC,
a Texas limited liability company

By: Abhinav Arora
Name: ABHINAV ARORA
Title: Manager

LT OVERSEAS NORTH AMERICA, INC.,
a California corporation

By: Abhinav Arora
Name: ABHINAV ARORA
Title: PRESIDENT

UNIVERSAL TRADERS, INC.,
a California corporation

By: Abhinav Arora
Name: ABHINAV ARORA
Title: PRESIDENT

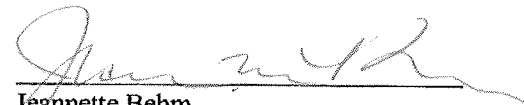
ECOLIFE, LLC,
a California limited liability company

By: Abhinav Arora
Name: ABHINAV ARORA
Title: Manager

[Signature page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jeannette Behm
Title: Authorized Officer

[Signature page to Trademark Security Agreement]




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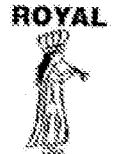


TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

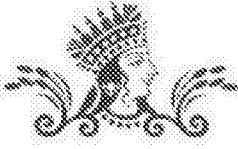
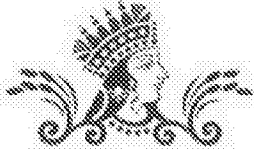



TRADEMARKS

LT OVERSEAS NORTH AMERICA, INC.

Name of Grantor	Trademark	Registration Date	Registration Number
LT OVERSEAS NORTH AMERICA, INC.	PARI BRAND and Fairy Design 	21-Jun-1988	1493357
LT OVERSEAS NORTH AMERICA, INC.	PARI	16-Jun-1992	1694676
LT OVERSEAS NORTH AMERICA, INC.	AFTAB (stylized) 	13-Apr-1993	1764711
LT OVERSEAS NORTH AMERICA, INC.	ROYAL RICE (stylized) 	21-Apr-1992	1683914

Name of Grantor	Trademark	Registration Date	Registration Number
LT OVERSEAS NORTH AMERICA, INC.	SHAHRZAD and Design 	22-Sep-1992	1718491
LT OVERSEAS NORTH AMERICA, INC.	NASIM BASMATI RICE and Design 	21-Sep-1993	1793788
LT OVERSEAS NORTH AMERICA, INC.	ROYAL and Design 	25-Jun-1996	1982351
LT OVERSEAS NORTH AMERICA, INC.	ROYAL and Design 	03-Jun-1997	2066393
LT OVERSEAS NORTH AMERICA, INC.	PARI BASMATI RICE and Design 	29-Apr-1997	2057001


Name of Grantor	Trademark	Registration Date	Registration Number
LT OVERSEAS NORTH AMERICA, INC.	KUSHA BASMATI RICE (stylized and/or with design) 	09-Dec-1997	2119452
LT OVERSEAS NORTH AMERICA, INC.	KUSHA and Design 	02-Dec-1997	2117733
LT OVERSEAS NORTH AMERICA, INC.	TOP TEA (stylized and/or with design) 	18-Apr-2000	2342491
LT OVERSEAS NORTH AMERICA, INC.	GRAPEOLA (Stylized) GRAPEOLA	20-Aug-2002	2610690
LT OVERSEAS NORTH AMERICA, INC.	ROYAL	21-Nov-2006	3174620

Name of Grantor	Trademark	Registration Date	Registration Number
LT OVERSEAS NORTH AMERICA, INC.	Royal Head Design 	20-Dec-2011	4074674
LT OVERSEAS NORTH AMERICA, INC.	Royal Head Design 	11-Sep-2012	4206399
LT OVERSEAS NORTH AMERICA, INC.	ROYAL (stylized and/or with design) 	05-Jul-2011	3990952
LT OVERSEAS NORTH AMERICA, INC.	ROYAL TOP TEA	16-Oct-2012	4226560
LT OVERSEAS NORTH AMERICA, INC.	ROYAL	04-Sep-2012	4203136
LT OVERSEAS NORTH AMERICA, INC.	SHAHZRAD (Stylized and/or with Design)  	26-Aug-2014	4590949
LT OVERSEAS NORTH AMERICA, INC.	ROYAL CURRY DELIGHTS	19-Mar-2013	4306093
LT OVERSEAS NORTH AMERICA, INC.	SHAHZRAD	05-Aug-2014	4580108

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TRADEMARKS

KUSHA INC.

Name of Grantor	Trademark	Registration Date	Registration Number
KUSHA INC.	OLEEVEOLA	31-Oct-2006	3165679
KUSHA INC.	CRISPA	31-Dec-2002	2668714
KUSHA INC.	<p>SHABNAM AGED RICE (stylized and/or with design)</p> 	13-Dec-2005	3029877
KUSHA INC.	ROYAL ORCHID JASMINE RICE	24-Apr-2012	4132158

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