

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |                |  |
|---|--|----------------|--|
| SUBMISSION TYPE:  | NEW ASSIGNMENT   |                |  |
| NATURE OF CONVEYANCE:   | SECURITY INTEREST  |                |  |
| CONVEYING PARTY DATA  |  |                |  |
| Name  | Formerly   | Execution Date | Entity Type                            |
| HI-LEX LLC  |  | 05/23/2013     | LIMITED LIABILITY<br>COMPANY: DELAWARE |
| RECEIVING PARTY DATA  |  |                |  |
| Name:   | UBS AG, Stamford Branch, as agent  |                |  |
| Street Address:   | 677 Washington Blvd.   |                |  |
| City:   | Stamford   |                |  |
| State/Country:  | CONNECTICUT  |                |  |
| Postal Code:  | 06901  |                |  |
| Entity Type:  | Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company, regulated in the United States by the Federal Reserve: SWITZERLAND |                |  |
| PROPERTY NUMBERS Total: 5   |  |                |  |
| Property Type   | Number   | Word Mark      |  |
| Registration Number:  | 3425683  | PURE BRIGHT    |  |
| Registration Number:  | 2427324  | PETALS         |  |
| Registration Number:  | 0927090  | HI-LEX         |  |
| Registration Number:  | 0923402  | HI-LEX BLEACH  |  |
| Registration Number:  | 1263346  | 6-40           |  |
| CORRESPONDENCE DATA   |  |                |  |
| Fax Number:   | 3125585700   |                |  |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |  |
| Phone:  | 312 558-6352   |                |  |
| Email:  | lkonrath@winston.com   |                |  |
| Correspondent Name:   | Laura Konrath  |                |  |
| Address Line 1:   | 35 W Wacker Drive  |                |  |
| Address Line 2:   | Winston & Strawn LLP, Suite 3600   |                |  |
| Address Line 4:   | Chicago, ILLINOIS 60601  |                |  |

CH \$140.00 3425683

|  |                 |
|--|-----------------|
| ATTORNEY DOCKET NUMBER:  | 83507-61        |
| NAME OF SUBMITTER:   | Laura Konrath   |
| Signature:   | /Laura Konrath/ |
| Date:  | 05/29/2013      |
| <b>Total Attachments: 5</b><br>source=3KIK Trademark Notice (HI-LEX)#page1.tif<br>source=3KIK Trademark Notice (HI-LEX)#page2.tif<br>source=3KIK Trademark Notice (HI-LEX)#page3.tif<br>source=3KIK Trademark Notice (HI-LEX)#page4.tif<br>source=3KIK Trademark Notice (HI-LEX)#page5.tif |                 |

## **NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of May 23, 2013, by the entity listed on the signature page hereof ( "Grantor" ), in favor of UBS AG, STAMFORD BRANCH in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent") (this "Notice").

### **WITNESSETH:**

WHEREAS, Grantor is a party to that certain ABL U.S. Security Agreement dated as of May 23, 2013 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

(a) the Trademarks of the United States of America of the Grantor, including those listed on Schedule I attached hereto; provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to Grantor, at the sole cost and expense of Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Notice.

SECTION 5. Counterparts. This Notice may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HI-LEX LLC

By: 

Name: Ben Kaak

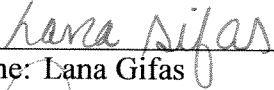
Title: Executive Vice President, Finance & Chief  
Financial Officer and Assistant Secretary

{Signature Page to Notice (Trademarks) – ABI.}

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as  
Collateral Agent

by

  
\_\_\_\_\_  
Name: Lana Gifas

Title: Director

by

  
\_\_\_\_\_  
Name: Joselin Fernandes


Title: Associate Director

[Signature Page to Notice (Trademarks) – ABL]

**TRADEMARK**  
**REEL: 005036 FRAME: 0491**

**Schedule I**

**Trademarks**

| Trademark   | App./Reg. No. | App./Reg. Date      | Status                                  |
|---|---------------|---------------------|---|
| PURE BRIGHT   | 3,425,683     | May 13, 2008        | Registered                              |
| PETALS  | 2,427,324     | February 6, 2001    | Registered<br>Renewed Feb. 6, 2011      |
| HI-LEX  | 0,927,090     | January 18, 1972    | Registered and<br>Renewed Jan. 18, 2012 |
| HI-LEX BLEACH & DESIGN<br> | 0,923,402     | November 9,<br>1971 | Registered and<br>renewed               |
| 6-40  | 1,263,346     | January 10, 1984    | Registered and<br>renewed               |