

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318582

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AKI Inc.		09/23/2014	CORPORATION: DELAWARE
Le Papillon, Ltd.		09/23/2014	Ltd.: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch as collateral agent		
<b>Street Address:</b>	11 Madison Ave, 23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2291333	BEAUTISEAL	
<b>Registration Number:</b>	2594951	BEAUTITOUCH	
<b>Registration Number:</b>	2289332	POWDATOUCH	
<b>Registration Number:</b>	1649216	COLOR PRELUDE	
<b>Registration Number:</b>	3146305	KISS-A-PEEL	
<b>Registration Number:</b>	2221966	SMELL THE TASTE	
<b>Registration Number:</b>	2989953	BEAUTIDUJET	
<b>Registration Number:</b>	2989952	BEAUTIPAK	
<b>Registration Number:</b>	1930422	DISCOVER	
<b>Registration Number:</b>	2468163	LIPSEAL	
<b>Registration Number:</b>	3948705	BEAUTIPOD	
<b>Registration Number:</b>	913585	MICROFRAGRANCE	
<b>Registration Number:</b>	1257538	SCENTSTRIP	
<b>Registration Number:</b>	2290443	LIQUATOUCH	
<b>Registration Number:</b>	2300214	LIQI-SEAL	
<b>Registration Number:</b>	3763581	MAGNISCENT	
<b>Registration Number:</b>	3815156	CLEAR TOUCH	
<b>Registration Number:</b>	2263695	SHADESEAL	
<b>Registration Number:</b>	3971345	SCENTALKER	
<b>TRADEMARK</b>			

OP \$740.00 2291333

Property Type	Number	Word Mark
Registration Number:	2078154	ARCADE
Registration Number:	4362262	PRESCENT
Registration Number:	3975501	SCENTFX
Registration Number:	2780432	SELECTASHADE
Registration Number:	1928276	ARCADE
Registration Number:	1613883	VIALPAQ
Registration Number:	1507471	MAGPAQ
Registration Number:	2258515	MAILPAQ
Registration Number:	2197961	SAMPLING SOLUTIONS WORLDWIDE
Registration Number:	3574424	MASCARAPAQ

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	10/01/2014

**Total Attachments: 8**

source=24 Tripolis - Second Lien Trademark Security Agreement (Executed)#page1.tif  
source=24 Tripolis - Second Lien Trademark Security Agreement (Executed)#page2.tif  
source=24 Tripolis - Second Lien Trademark Security Agreement (Executed)#page3.tif  
source=24 Tripolis - Second Lien Trademark Security Agreement (Executed)#page4.tif  
source=24 Tripolis - Second Lien Trademark Security Agreement (Executed)#page5.tif  
source=24 Tripolis - Second Lien Trademark Security Agreement (Executed)#page6.tif  
source=24 Tripolis - Second Lien Trademark Security Agreement (Executed)#page7.tif  
source=24 Tripolis - Second Lien Trademark Security Agreement (Executed)#page8.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. AKI Inc.
- 2. Le Papillon, Ltd.

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other 1. Corp.-DE; 2. Ltd.-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 23, 2014

- Assignment
- Security Agreement
- Other Second Lien Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Credit Suisse AG, Cayman Islands Branch, as collateral agent

Street Address: 11 Madison Avenue, 23rd Floor

City: New York

State: NY

Country: USA Zip: 10010

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

September 29, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **8**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 23, 2014, is made by the undersigned party (the "Grantor") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of September 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TRIPOLIS HOLDINGS S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 26A, boulevard Royal, 2449 Luxembourg, Grand Duchy of Luxembourg, having a share capital of USD 29,528,128 and registered with the Luxembourg Register of Commerce and Companies under number B 188.961, TRIPOLIS INTERMEDIATE HOLDINGS S.C.A., a Luxembourg partnership limited by shares (*société en commandite par actions*), having its registered office at 26A, boulevard Royal, 2449 Luxembourg, Grand Duchy of Luxembourg, having a share capital of USD 11,118,829 and registered with the Luxembourg Register of Commerce and Companies under number B 190.119, BIOPLAN USA, INC., a Delaware corporation, as the borrower, the Lenders from time to time parties thereto, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto have executed and delivered a Second Lien U.S. Security Agreement, dated as of September 23, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans under the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

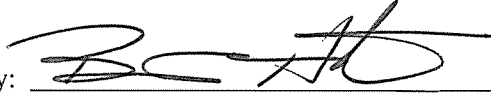
Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to the Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Goldman Sachs Bank USA, as administrative agent, pursuant to or in connection with the First Lien Credit Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AKI, INC., as the Grantor

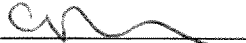
By:   
Name: Brian Hartman  
Title: Secretary

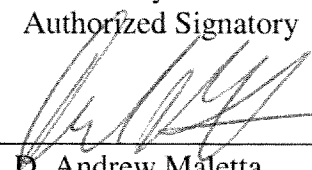
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LE PAPILLON, LTD., as the Grantor

By: Burt K. Haines  
Name: Burt K. Haines  
Title: Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as the Collateral Agent

By:   
Name: Bill O'Daly  
Title: Authorized Signatory

By:   
Name: D. Andrew Maletta  
Title: Authorized Signatory



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

Owner	Appl. No.	Reg. No.	Trademark
AKI, Inc.	75/223162	2291333	BEAUTISEAL
AKI, Inc.	75/801799	2594951	BEAUTITOUCH
AKI, Inc.	75/318614	2289332	POWDATAUCH
AKI, Inc.	73/768253	1649216	COLOR PRELUDE
AKI, Inc.	78/378865	3146305	KISS-A-PEEL
AKI, Inc.	75/223,160	2221966	SMELL THE TASTE
AKI, Inc.	76/389260	2989953	BEAUTIPAK
AKI, Inc.	76/389259	2989952	BEAUTIPAK
AKI, Inc.	74/368319	1930422	DISCOVER
AKI, Inc.	75/530810	2468163	LIPSEAL
AKI, Inc.	77/864701	3948705	BEAUTIPOD
AKI, Inc.	72/364199	913585	MICROFRAGRANCE
AKI, Inc.	73/364064	1257538	SCENTSTRIP
AKI, Inc.	75/304811	2290443	LIQUATOUGH

**TRADEMARK**

**REEL: 005372 FRAME: 0063**

Owner	Appl. No.	Reg. No.	Trademark
AKI Inc.	75/077920	2300214	LIQI-SEAL
AKI Inc.	77/046453	3763581	MAGNISCENT
AKI Inc.	77/575546	3815156	CLEAR TOUCH
AKI Inc.	75/385865	2263695	SHADESEAL
AKI Inc.	77/864264	3971345	SCENTALKER
AKI Inc.	75/976095	2078154	ARCADE
AKI Inc.	85/601780	4362262	PRESCENT
AKI Inc.	77/946858	3975501	SCENTFX
AKI Inc.	76/389262	2780432	SELECTASHADE
AKI Inc.	74/598794	1928276	ARCADE
Le Papillon, Ltd.	73/825096	1613883	VIALPAQ
Le Papillon, Ltd.	73/655019	1507471	MAGPAQ
Le Papillon, Ltd..	75/304163	2258515	MAILPAQ
Le Papillon, Ltd..	75/342068	2197961	SAMPLING SOLUTIONS WORLDWIDE
Le Papillon, Ltd..	76/690937	3574424	MASCARAPAQ

TRADEMARK