

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Senior Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tri-Tech Laboratories, Inc.		10/17/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as agent		
Street Address:	500 Place d' Armes		
Internal Address:	26th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H2Y 2W3		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1968628	DERMABRASE/35	
Registration Number:	0793778	IRMA SHORELL'S	
Registration Number:	0894771	IRMA SHORELL'S CONTOUR/35	
Registration Number:	0893857	IRMA SHORELL'S MOISTURE/35	
Registration Number:	2615024	TRI TECH LABORATORIES	
Registration Number:	2615025	TRI TECH LABS	
Registration Number:	2861914	TTL	
Registration Number:	1520445	YEARS YOUNGER	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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>			
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 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	12038-4		

CH \$215.00 1968628

NAME OF SUBMITTER:	Laura L. Konrath
SIGNATURE:	/Laura L. Konrath/
DATE SIGNED:	10/27/2014
Total Attachments: 9 source=TMSeniorTritech#page1.tif source=TMSeniorTritech#page2.tif source=TMSeniorTritech#page3.tif source=TMSeniorTritech#page4.tif source=TMSeniorTritech#page5.tif source=TMSeniorTritech#page6.tif source=TMSeniorTritech#page7.tif source=TMSeniorTritech#page8.tif source=TMSeniorTritech#page9.tif	

EXECUTION

SENIOR TRADEMARK SECURITY AGREEMENT

THIS SENIOR TRADEMARK SECURITY AGREEMENT is entered into and effective this 17th day of October, 2014, by and between Tri-Tech Laboratories, Inc., a Virginia corporation ("Debtor"), and National Bank of Canada, in its capacity as administrative agent ("Agent") under the Credit Agreement (as hereinafter defined). Debtor and Agent are sometimes collectively referred to herein as the "Parties". Capitalized terms used herein but not otherwise defined shall have the meanings given to them in that certain Credit Agreement, dated as of September 30, 2014, by and among 9010114 Canada Inc., as Borrower, the other loan parties party thereto, the Lenders party thereto and the Agent (as the same may be amended, restated or otherwise modified from time to time).

RECITALS

A. Debtor is the owner of the trademarks set forth in **Exhibit A** attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Pursuant to that certain Senior Security Agreement, dated as of the date hereof, among the Parties hereto (the "Security Agreement"), Debtor has granted to Agent a lien on and security interest in and to certain assets of the Debtor, including without limitation the trademark assets described in Recital Paragraph "A" and more fully defined herein below as the "Trademark Collateral".

C. Pursuant to the Security Agreement, the Parties hereto wish to confirm Debtor's grant to Agent of a first priority lien on and security interest in and to the trademark assets described in Recital Paragraph "A" and more fully defined herein below as the "Trademark Collateral".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Debtor hereby grants to the Agent and the Agent hereby accepts from the Debtor, a lien on and security interest in and to all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of the trademarks referred to in **Exhibit A** hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks; and

(iii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Debtor against third parties for the past, present or future infringement, violation, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

2. This security interest is granted in conjunction with the security interest granted to the Agent in assets of the Debtor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Agent which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Senior Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Senior Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Senior Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Senior Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.


7. This Senior Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the Commonwealth of Virginia, applicable to contracts executed and fully performed within the Commonwealth of Virginia, without regard to conflicts or choice of laws principles.

8. This Senior Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

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TRI-TECH LABORATORIES, INC., AS DEBTOR

By

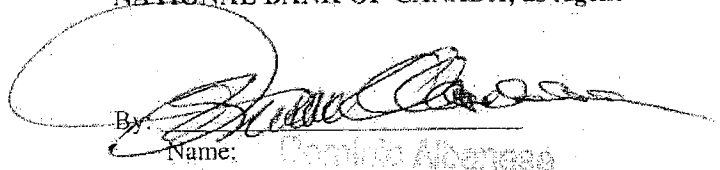


Name Jacques Foisy
Title Secretary

[Signature Page to Senior Trademark Security Agreement]

TRADEMARK
REEL: 005388 FRAME: 0510

NATIONAL BANK OF CANADA, as Agent



By:

Name:

Dominic Albanese

Title:

Deputy

[Signature Page to Senior Trademark Security Agreement]

EXHIBIT A
TRADEMARKS

[SEE ATTACHED]



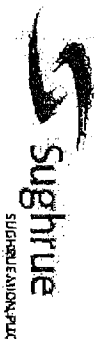
Sughrue

SUGHRUE MINDEN PLLC

TRADEMARK DEPARTMENT

September 18, 2014

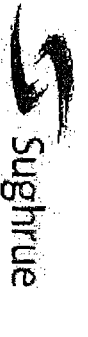
Country	File No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
Canada	TM999-002	IRMA SHORELL CONTOUR/35	354,682	06/26/1972	191,844	06/15/1973	Registered	TRI TECH LABORATORIES, INC.
		Goods/Services: 00: cosmetics						
	Due Date: 06/15/2018	RENEWAL						deadline
Canada	TM999-002	LIP-EZE	239,630	02/28/1957	109,606	03/07/1958	Registered	HOME SHOWCASE PRODUCTS
		Goods/Services: 00: a preparation to relieve cold sores and fever blisters						
	Due Date: 03/07/2018	RENEWAL						deadline
United States	S4334	DERMABRASE/35	74/690,051	06/15/1995	1,968,628	04/16/1996	Registered	TRI TECH LABORATORIES, INC.
		Goods/Services: 03: cosmetics, namely, facial and body treatments comprised of cleansers, creams, masks, scrubs, lotions and makeup						
	Due Date: 04/16/2016	RENEWAL						deadline



TRADEMARK DEPARTMENT

September 18, 2014

Country	File No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	S4348	IRMA SHORELL'S	200,665	08/26/1964	793,778	08/03/1965	Registered	LABORATORIES, INC.
Goods/Services: 03: cosmetic cleansing preparation								
Due Date: 08/03/2015 RENEWAL deadline								
United States	S4349	IRMA SHORELL'S CONTOUR/35	721328,018	05/22/1969	894,771	07/14/1970	Registered	TRI TECH LABORATORIES, INC.
Goods/Services: 03: lubricating cosmetic for application to face and neck								
Due Date: 07/14/2020 RENEWAL deadline								
United States	S4350	IRMA SHORELL'S MOISTURE/35	721328,019	05/22/1969	893,857	06/30/1970	Registered	TRI TECH LABORATORIES, INC.
Goods/Services: 03: firming and moisturizing cream								
Due Date: 06/30/2020 RENEWAL deadline								



SUGHRUE AIONA PLLC

TRADEMARK DEPARTMENT

September 18, 2014

Country	File No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
United States	55920	TRI TECH LABORATORIES	76/305,051	08/27/2001	2,615,024	09/03/2002	Registered	TRI TECH LABORATORIES, INC.
		Goods/Services:						
		39: WAREHOUSING SERVICES; CONTRACT PACKAGING OF ARTICLES FOR TRANSPORTATION						
		40: MANUFACTURE OF AND CUSTOM MANUFACTURING SERVICES TO THE ORDER AND SPECIFICATION OF OTHERS IN THE FIELDS OF FOOD PRODUCTS, FRAGRANCES, LIQUIDS, DEODORANT STICKS, LIP BALMS, CREAMS, OINTMENTS AND OVER THE COUNTER DRUGS						
		42: CONSULTATION SERVICES IN THE FIELD OF FOOD PRODUCTS, FRAGRANCES, LIQUIDS, DEODORANT STICKS, LIP BALMS, CREAMS, OINTMENTS AND OVER THE COUNTER DRUGS						

Due Date: 09/03/2022 RENEWAL deadline

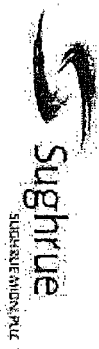
United States	55919	TRI TECH LABS	76/305,052	08/27/2001	2,615,025	09/03/2002	Registered	TRI TECH LABORATORIES, INC.
		Goods/Services:						
		39: warehousing services; contract packaging of articles for transportation						
		40: manufacture of and custom manufacturing services to the order and specification of others in the fields of food products, fragrances, liquids, deodorant sticks, lip balms, creams, ointments and over the counter drugs						
		42: consultation services in the field of food products, fragrances, liquids, deodorant sticks, lip balms, creams, ointments and over the counter drugs						

Due Date: 09/03/2022 RENEWAL deadline

United States	55918	TTL & Design	76/308,367	09/04/2001	2,861,914	07/13/2004	Registered	TRI TECH LABORATORIES, INC.
		Goods/Services:						
		39: warehouse services; contract packaging of articles for transportation						
		40: manufacture of and custom manufacturing services to the order and specification of others in the fields of food products, fragrances, liquids, deodorant sticks, lip balms, creams, ointments and over the counter drugs						
		42: consultation services in the field of food products, fragrances, liquids, deodorant sticks, lip balms, creams, ointments and over the counter drugs						



Due Date: 07/13/2024 RENEWAL deadline



TRADEMARK DEPARTMENT

September 18, 2014

Country

File No.

Trademark

App. No.

App. Date

Reg. No.

Reg. Date

Status

Owner

United States

S4370

YEARS YOUNGER

73/727,625

05/10/1988

1,520,445

01/17/1989

Registered

TRI TECH
LABORATORIES, INC.

Goods/Services:
03: skin lotions.

Due Date: 01/17/2019

RENEWAL

deadline