

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Subordinate Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tri-Tech Laboratories, Inc.		10/17/2014	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada, as a Lender		
<b>Street Address:</b>	1155 Metcalfe		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 4S9		
<b>Entity Type:</b>	Canadian Chartered Bank: CANADA		
<b>Name:</b>	Bank of Montreal, doing business as BMO Capital Partners, as a Lender		
<b>Street Address:</b>	105 Saint Jacques Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2Y 1L6		
<b>Entity Type:</b>	Canadian Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1968628	DERMABRASE/35	
<b>Registration Number:</b>	0793778	IRMA SHORELL'S	
<b>Registration Number:</b>	0894771	IRMA SHORELL'S CONTOUR/35	
<b>Registration Number:</b>	0893857	IRMA SHORELL'S MOISTURE/35	
<b>Registration Number:</b>	2615024	TRI TECH LABORATORIES	
<b>Registration Number:</b>	2615025	TRI TECH LABS	
<b>Registration Number:</b>	2861914	TTL	
<b>Registration Number:</b>	1520445	YEARS YOUNGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$215.00 1968628

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**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

**NAME OF SUBMITTER:** Laura L. Konrath

**SIGNATURE:** /Laura L. Konrath/

**DATE SIGNED:** 10/28/2014

**Total Attachments: 10**

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EXECUTION

SUBORDINATE TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATE 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 and Bank of Montreal, doing business as BMO Capital Partners, in their respective capacities as Lenders (together, the "Lenders") under the Credit Agreement (as hereinafter defined). Debtor and Lenders 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, and the Lenders (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 Subordinate Security Agreement, dated as of the date hereof, among the Parties hereto (the "Security Agreement"), Debtor has granted to Lenders 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 Lenders of a second 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 Lenders and the Lenders hereby accept 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 Lenders in assets of the Debtor, as set forth more fully in the Security Agreement.

3. The rights and remedies of each Lender 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 each Lender 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 Subordinate Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Subordinate 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 Subordinate 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 Subordinate Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by all of the Parties hereto.

7. This Subordinate 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.

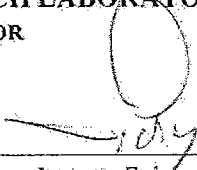
8. This Subordinate Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, each Lender acknowledges and agrees that the liens and security interests granted to the Lenders pursuant to this Subordinate Trademark Security Agreement and the other Operative Documents and the exercise of any right or remedy by any Lender hereunder or thereunder are subject to the terms and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Subordinate Trademark Security Agreement or any other Operative Document, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, this Subordinate Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized as of the date first above written.

**TRI-TECH LABORATORIES, INC., AS  
DEBTOR**

By:  \_\_\_\_\_  
Name Jacques Foisy  
Title Secretary

*[Signature page to Subordinate Trademark Security Agreement]*

**TRADEMARK  
REEL: 005389 FRAME: 0471**

NATIONAL BANK OF CANADA, AS A  
LENDER

  
Luc Bernier  
Directeur - Director

By:   
Name Stéphanie Larivière  
Title Directeur - Director

BANK OF MONTREAL, DOING BUSINESS AS  
BMO CAPITAL PARTNERS, AS A  
LENDER

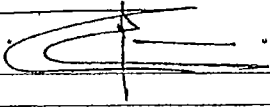
By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

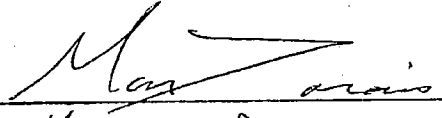
*[Signature Page to Subordinate Trademark Security Agreement]*

**NATIONAL BANK OF CANADA, AS A  
LENDER**

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**BANK OF MONTREAL, DOING BUSINESS AS  
BMO CAPITAL PARTNERS, AS A  
LENDER**

By:  \_\_\_\_\_  
Name \_\_\_\_\_  
Title Richard Lajeunesse  
Managing Director

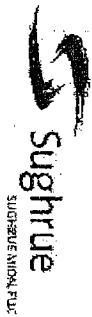
By:  \_\_\_\_\_  
Name: Maxime Dorais  
Title: Director

*[Signature Page to Subordinate Trademark Security Agreement]*

**EXHIBIT A**  
**TRADEMARKS**

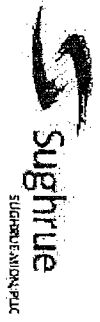
**[SEE ATTACHED]**





TRADEMARK DEPARTMENT  
September 18, 2014

Country	File No.	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
Canada	TM998-002	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: 08/15/2018	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	DERMABRAS/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

United States S4348 IRMA SHORELLS

Goods/Services: 03: cosmetic cleansing preparation

App. No. App. Date Reg. No. Reg. Date Status Owner

200,665 08/26/1964 793,778 08/03/1965 Registered TRI TECH LABORATORIES, INC.

Due Date: 08/03/2015 RENEWAL deadline

United States S4349 IRMA SHORELLS CONTOUR35

Goods/Services: 03: Lubricating cosmetic for application to face and neck

720,628,018 05/22/1969 894,771 07/14/1970 Registered TRI TECH LABORATORIES, INC.

Due Date: 07/14/2020 RENEWAL deadline

United States S4350 IRMA SHORELLS MOISTURE35

Goods/Services: 03: firming and moisturizing cream

720,328,019 05/22/1969 893,857 06/30/1970 Registered TRI TECH LABORATORIES, INC.

Due Date: 06/30/2020 RENEWAL deadline



SUGHRUE MINDO PLLC

TRADEMARK DEPARTMENT

September 18, 2014

Country

File No.

Trademark

App. No.

App. Date

Reg. No.

Reg. Date

Status

Owner

United States

S5920

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

S5919

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

S5918

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





SUGHRUE

TRADEMARK DEPARTMENT

September 18, 2014

Country File No. Trademark

United States S4370 YEARS YOUNGER

Goods/Services: 03: skin lotions.

App. No. App. Date Reg. No. Reg. Date Status Owner

73/727,625 06/10/1988 1,520,445 01/17/1989 Registered TRI/TECH

LABORATORIES, INC.

Due Date: 01/17/2019 RENEWAL

deadline