

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM362501

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TD Bank, N.A.		10/09/2015	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kolmar Laboratories, Inc.		
<b>Street Address:</b>	20 West King Street		
<b>City:</b>	Port Jervis		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	12771		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0684270	AQUALIZER	
<b>Registration Number:</b>	1045563	KOLMAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>			
<b>Phone:</b>	216.363.4677		
<b>Email:</b>	trademark@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan H. Poirier		
<b>Address Line 1:</b>	Benesch Friedlander Coplan & Aronoff LLP		
<b>Address Line 2:</b>	200 Public Square, Suite 2300		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	26385-191		
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier		
<b>SIGNATURE:</b>	/Duncan H. Poirier/		
<b>DATE SIGNED:</b>	11/16/2015		
<b>Total Attachments: 5</b>			
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## TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 9, 2015, by TD Bank, N.A. ("Lender"), in connection with the Amended and Restated Loan and Security Agreement, dated as of December 20, 2012 (as amended, supplemented or otherwise modified, the "Loan Agreement"), by and among Lender and Kolmar Labs Group, LLC, a Delaware limited liability company ("Kolmar Parent"), Kolmar Laboratories, Inc., a Delaware corporation ("Grantor"), and Acupac Packaging, Inc., a New Jersey corporation ("Acupac"; together with Kolmar Parent and Grantor, the "Borrowers"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Security Agreement referenced below.

**WHEREAS**, Grantor previously executed and delivered in favor of Lender that certain Intellectual Property Security Agreement dated as of December 4, 2009 (the "Security Agreement"), which Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4125, Frame 0860, on December 15, 2009, for the purpose of securing payment and performance of the Liabilities;

**WHEREAS**, pursuant to the Security Agreement, Grantor granted, assigned and pledged to Lender, as collateral security for the Liabilities, all of the Intellectual Property Collateral;

**WHEREAS**, Lender has agreed to release, and terminate its security interest in, the Intellectual Property Collateral and assign and transfer to Grantor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to re-vest in Grantor the entire right, title and interest to the Intellectual Property Collateral as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lender hereby releases and terminates the Security Agreement and assign and transfers to Grantor, without representation, warranty or recourse, all of Lender's right, title and interest in and to the Intellectual Property Collateral (including, without limitation, the Intellectual Property Collateral set forth on **Exhibit A** hereto), effective as of the date set forth above.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Agent has executed and delivered this Termination and Release of Intellectual Property Security Agreement.

**TD BANK, N.A.**

By:  \_\_\_\_\_

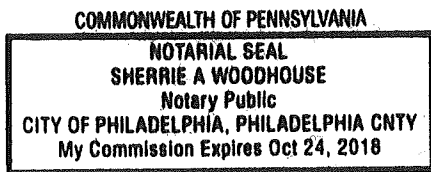
Name: Stephen A. Caffrey

Title: Vice President

STATE OF Pennsylvania :  
COUNTY OF Philadelphia : ss.  
:

On this 8<sup>th</sup> day of October, 2015, before me, a Notary Public, personally appeared Stephen A. Coffey, who acknowledged himself to be the Vice President of TD BANK, N.A., and being authorized to do so, executed the within instrument as such Officer on behalf of such corporation, for the purposes herein contained.

IN WITNESS HEREOF, I hereunto set my hand and official seal.



Sherrie A Woodhouse  
Notary Public

My Commission Expires: October 24, 2018

## EXHIBIT A

### INTELLECTUAL PROPERTY COLLATERAL

#### PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Issue Date</u>
System for customized hair products containing surfactants	5,993,792	11/30/1999
System for customized hair products	5,972,322	10/26/1999

#### TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
AQUALIZER	A452,427	09/22/1987
AQUALIZER	135,059	03/14/1989
AQUALIZER	1,380,792	11/21/1986
AQUALIZER	1,189,767	12/19/1986
AQUALIZER	1,293,464	11/24/1997
AQUALIZER	222,110	04/29/1997
AQUALIZER	482,233	12/23/1996
AQUALIZER	88-04233	08/22/1988
AQUALIZER	351,722	04/14/1987
AQUALIZER	TM54699	12/22/1986
AQUALIZER	684,270	12/04/1979
Kolmar	92,441,299	11/10/1992
Kolmar	2,080,270	11/23/1992
Kolmar	2,000,954	11/10/1994
Kolmar	439,661	04/08/1981
Kolmar	878,635	11/07/1990
Kolmar	1,045,563	08/03/1976
Kolmar	4,932,111	10/08/2005
Kolmar	4,932,112	10/08/2005
Kolmar	4,932,113	10/08/2005

COMMON LAW TRADEMARK RIGHTS

Any and all of Kolmar's common law rights in trademarks.