

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kolmar Laboratories, Inc.		12/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as Administrative Agent		
Street Address:	500 Place d'Armes		
Internal Address:	26th Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 2W3		
Entity Type:	Commercial Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1045563	KOLMAR	
Registration Number:	0684270	AQUALIZER	
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:	312 558-3562		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	012038-4		
DOMESTIC REPRESENTATIVE			
Name:	Alan S. Hoffman, Winston & Strawn LLP		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166-4193		
NAME OF SUBMITTER:	Michelle Foy		

CH \$65.00 1045563

SIGNATURE:	/Michelle Foy/
DATE SIGNED:	12/29/2015
Total Attachments: 8 source=Kolmar Senior Trademark Security Agreement#page1.tif source=Kolmar Senior Trademark Security Agreement#page2.tif source=Kolmar Senior Trademark Security Agreement#page3.tif source=Kolmar Senior Trademark Security Agreement#page4.tif source=Kolmar Senior Trademark Security Agreement#page5.tif source=Kolmar Senior Trademark Security Agreement#page6.tif source=Kolmar Senior Trademark Security Agreement#page7.tif source=Kolmar Senior Trademark Security Agreement#page8.tif	

EXECUTION

SENIOR TRADEMARK SECURITY AGREEMENT

THIS SENIOR TRADEMARK SECURITY AGREEMENT is entered into and effective this 16th day of December, 2015, by and between Kolmar Laboratories, Inc., a Delaware 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 Amended and Restated Credit Agreement, dated as of November 25, 2015, by and among Knowlton Packaging Inc., as Canadian Borrower, Tri-Tech Laboratories, Inc., as U.S. 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 State of Delaware, applicable to contracts executed and fully performed within the State of Delaware, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

KOLMAR LABORATORIES, INC. AS DEBTOR

By: 

Name: Ian S. Kalinosky

Title: Vice-President

[SENIOR TRADEMARK SECURITY AGREEMENT - KOLMAR]

TRADEMARK
REEL: 005698 FRAME: 0429

NATIONAL BANK OF CANADA, as Agent

By 
Name: **Dominic Albanese**
Title: **Director**



Daniel Leclerc
Vice-président / Vice-President

[SENIOR TRADEMARK SECURITY AGREEMENT - KOLMAR]

EXHIBIT A
TRADEMARKS

[SEE ATTACHED]

Trademarks:

Trade Mark	Country	Class	Applicatbn Number	Filed	Registration Number	Registration Date
KOLMAR	Argentina	40	3254112	12-Jun-2013	2667100	04-Aug-2014
KOLMAR	Argentina	42	3254113	12-Jun-2013	2667101	04-Aug-2014
AQUALIZER AQUALISER AQUA-LIZER AQUA-LISER	Australia	3	452427	22-Sep-1986	452427	6-Oct-1988
KOLMAR	Brazil	40	840541627	10-Jun-2013	(Pending)	(Pending)
KOLMAR	Brazil	42	840541643	10-Jun-2013	(Pending)	(Pending)
KOLMAR	Canada	40, 42	1627674	22-May-2013	TMA884771	26-Aug-2014
AQUALIZER	Canada	3	276955	23-Jul-1963	TMA135059	26-Mar-1964
KOLMAR	Chile	3, 5	1060413	31-May-2013	1083910	06-Mar-2014
KOLMAR	Chile	42	1060416	31-May-2013	1083912	06-Mar-2014
KOLMAR	China	35	4932111	08-OCT-2005	4932111	14-Mar-2009
KOLMAR	China	40	4932113	08-OCT-2005	4932113	21-May-2009
KOLMAR	China	42	4932112	08-OCT-2005	4932112	14-May-2009
KOLMAR	Colombia	40	13 145416	18-Jun-2013	485351	30-Dec-2013
KOLMAR	Costa	Com merci	1900-6685000	22-Sept-1986	66850	22-Sept-1986

TradeMark	Country	Class- es	Application Number	Filed	Registration Number	Registration Date
	Rica	al name				
KOLMAR	Egypt	42	63899	07-Apr-1984	N/A	N/A
KOLMAR	France	3, 5, 35, 42	92 441299	10-Nov-1992	92/441299	10-Nov-1992
AQUALIZER	France	1	INP1824846	21-Nov-1986	1380792	25-Mar-1987
KOLMAR	Germany	3, 5, 35, 42	K 60820	23-Nov-1992	2080270	11-Oct-1994
AQUALIZER	Germany	1, 3, 5	K 50673	19-Dec-1986	1189767	18-Feb-1994
KOLMAR	India	40, 42	2538374	27-May-2013	(Pending Acceptance/Hearing)	
KOLMAR	Italy	35, 37, 42	RM/2011/001927	8-Apr-1981	1443094	5-Aug-1986
AQUALIZER	Italy	3, 5	TO/2006/003455	23-Dec-1986	1237073	9-Jul-1987
KOLMAR	Japan	3	S43-056243	9-Aug-1968	0878635	7-Nov-1970
AQUALIZER	Malaysia	3	8804233	22-Aug-1988	N/A	25-Oct-1994
KOLMAR	Mexico	40	1377086	27-May-2013	1389226	9-Aug-2013
KOLMAR	Mexico	42	1376703	24-May-2013	1459746	30-May-2014
KOLMAR	South Africa	40	2013/29757	24-Oct-2013	(Pending)	(Pending)
KOLMAR	South Africa	42	2013/13839	24-May-2013	(Pending)	(Pending)
AQUALIZER	Switzerlan d	3, 5	7229/1986	19-Nov-1986	351722	14-Apr-1987
KOLMAR	Taiwan		102031346	11-Jun-2013	1631257	1-Mar-2014
KOLMAR	Thailand	40	895012	4-Jun-2013	(Pending)	(Pending)

TradeMark	Country	Classes	Application Number	Filed	Registration Number	Registration Date
KOLMAR	Thailand	42	895013	4-Jun-2013	Bor66401	04-JUN-2013
AQUALIZER	Thailand	1	323003	22-Dec-1986	Kor54699	22-Dec-1996
KOLMAR	United Kingdom	42	2000954	10-Nov-1994	2000954	10-Nov-1994
AQUALIZER	United Kingdom	3	1293464	24-Nov-1986	1293464	30-Jun-1989
KOLMAR	USA	35, 37, 42	73032684	23-Sep-1974	1045563	3-Aug-1976
AQUALIZER	USA	1	72034146	22-Jul-1957	684270	1-Sep-1959

Unregistered trademarks: "Beautiful Color - Serious Skincare" "making the world more beautiful"; Vision of color; Faces of beauty; Sinful Beauty; Raw Ambition; The Restauration Collection; Return to Ritual; The Warrior Collection; Of Land & Sea