

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414160

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUBORDINATE TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thibant International, Inc.		12/23/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	1155 Metcalfe, 5th Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	Commercial Bank: CANADA		
Name:	Bank of Montreal, doing business as BMO Capital Partners		
Street Address:	105 Saint-Jacques Street, Suite 300		
City:	Montreal, Quebec		
State/Country:	CANADA		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4527941	THIBIANT	
Registration Number:	3742114		
Registration Number:	2712420		
Registration Number:	2637562		
Registration Number:	2637563		
Registration Number:	2329100		
CORRESPONDENCE DATA			
Fax Number:	2122942684		
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Jordan B. Yellen		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		

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TRADEMARK

Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	12038.4
NAME OF SUBMITTER:	Jordan Yellen
SIGNATURE:	/Jordan Yellen by trademarkny/
DATE SIGNED:	01/30/2017
Total Attachments: 9 source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page1.tif source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page2.tif source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page3.tif source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page4.tif source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page5.tif source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page6.tif source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page7.tif source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page8.tif source=Thibiant - Subordinate Trademark Security Agreement EXECUTED#page9.tif	

SUBORDINATE TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATE TRADEMARK SECURITY AGREEMENT is entered into and effective this 23rd day of December, 2016, by and between Thibiant International, Inc., a California 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 Amended and Restated Credit Agreement, dated as of November 25, 2015, by and among Knowlton Packaging 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 (as the same may be amended, restated, or otherwise modified from time to time, 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 State of California, applicable to contracts executed and fully performed within the State of California, without regard to conflicts or choice of laws principles.

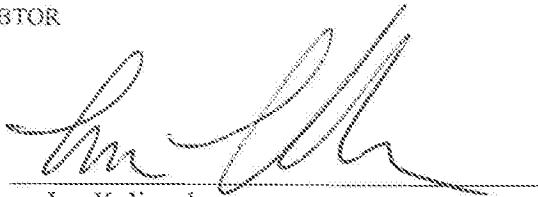
8. This Subordinate Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

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.

THIBIANT INTERNATIONAL, INC., AS
DEBTOR

By: 
Name: Ian Kalinosky
Title: President

[Signature Page Subordinate Trademark Security Agreement]

TRADEMARK
REEL: 005976 FRAME: 0569

NATIONAL BANK OF CANADA, AS A LENDER

By: 
Name Luc Bernier
Title Managing Director



Bruno Lévesque
Managing Director


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




By: 
Name Walid Safi
Title Managing Director

By: 
Name Maxime Dorais
Title Director

EXHIBIT A
TRADEMARKS

TRADEMARK	COUNTRY	STATUS	CLASSES	OWNER NAME	APP DATE AND NUMBER	REG DATE REG #
THIBIANT THIBIANT	USPTO	Registered USPTO Status: Registered USPTO Status Date: 13-MAY- 2014	INT. CL. 40 CUSTOM MANUFACTURE OF COSMETICS, OVER THE COUNTER PHARMACEUTICALS , AND HEALTH AND BEAUTY AIDS INT. CL. 42 DESIGN AND TESTING FOR NEW PRODUCT DEVELOPMENT, RESEARCH AND DEVELOPMENT FOR NEW PRODUCTS FOR OTHERS, PRODUCT DEVELOPMENT CONSULTATION, PACKAGING DESIGN FOR OTHERS, CONSUMER PRODUCT SAFETY TESTING, AND PROVIDING CONSUMER PRODUCT SAFETY CONSULTATION First Used: 1974 (IC 40) In Commerce: 1974 First Used: 1974 (IC 42) In Commerce: 1974	THIBIANT INTERNATIO NAL	App 27-FEB- 2013 App 85861461	Reg 13-MAY- 2014 Reg 4527941
 Design Only	USPTO	Registered Section 2(F) USPTO Status: Section 8 & 15 - accepted and acknowledg ed USPTO Status Date:	INT. CL. 3 HAIR CARE PREPARATIONS, NAMELY, HAIR GEL, VOLUMIZERS, MOUSSE, HAIR HOLDING GEL, HAIR SPRAY, SHAMPOO, CONDITIONER, SHOWER GEL; NON- MEDICATED SKIN CARE	THIBIANT INTERNATIO NAL, INC.	App 11-JUN- 2009 App 77757447	Reg 26-JAN- 2010 Reg 3742114

TRADEMARK	COUNTRY	STATUS	CLASSES	OWNER NAME	APP DATE AND NUMBER	REG DATE REG #
		28-MAR-2016	PREPARATIONS; BODY CARE PREPARATIONS, NAMELY, BODY LOTION AND HAND LOTION; NAIL CARE PREPARATIONS; COLOR COSMETIC PREPARATIONS; SKIN CLEANSERS; TONERS; SKIN MOISTURIZERS; HAIR AND SKIN EMOLLIENTS; SOAPS; SKIN CLARIFIERS; SHAVING CARE PREPARATIONS, NAMELY, SHAVING CREAM; SUNSCREEN AND SUN TANNING PREPARATIONS; PREPARATIONS TO PROTECT THE SKIN FROM THE SUN, WIND AND ENVIRONMENTAL POLLUTION; HAND SOAP AND BODY SOAP; SKIN LIGHTENING PREPARATIONS; BABY LOTIONS, BABY SHAMPOO AND BABY POWDER First Used: OCT-2000 (IC 03) In Commerce: OCT- 2000			
 Design Only	USPTO	Renewed (Registered) Section 2(F) USPTO Status: Registered and renewed USPTO	INT. CL. 3 HAIR GELS First Used: 27-DEC- 1999 (IC 03) In Commerce: 27-DEC- 1999	THIBIANT INTERNATIO NAL, INC.	App 13-JAN- 2000 App 75899572	Reg 06-MAY- 2003 Reg 2712420

TRADEMARK	COUNTRY	STATUS	CLASSES	OWNER NAME	APP DATE AND NUMBER	REG DATE REG #
		Status Date: 23-OCT-2012				
 Design Only	USPTO	Renewed (Registered) Supplemental Register USPTO Status: Registered and renewed USPTO Status Date: 23-OCT-2012	INT. CL. 3 SHOWER GELS First Used: 27-DEC-1999 (IC 03) In Commerce: 27-DEC-1999	THIBIANT INTERNATIONAL, INC.	App 13-JAN-2000 App 75899573	Reg 15-OCT-2002 Reg 2637562
 Design Only	USPTO	Renewed (Registered) Supplemental Register USPTO Status: Registered and renewed USPTO Status Date: 23-OCT-2012	INT. CL. 3 BODY LOTIONS First Used: 27-DEC-1999 (IC 03) In Commerce: 27-DEC-1999	THIBIANT INTERNATIONAL, INC.	App 13-JAN-2000 App 75899574	Reg 15-OCT-2002 Reg 2637563
 Design Only	USPTO	Renewed (Registered) CANCELLED SECTION 8 IN INT. CL. 35. ONLY O.G. 3-16-2010 USPTO Status: Registered and renewed USPTO Status Date: 09-FEB-2010	INT. CL. 35 [BUSINESS MARKETING CONSULTING SERVICES, NAMELY, CONDUCTING MARKETING STUDIES, PREPARING ADVERTISEMENTS FOR OTHERS, PREPARING MARKET ANALYSIS AND STRATEGIES FOR OTHERS, CONSULTATION IN THE FIELD OF	THIBIANT INTERNATIONAL	App 03-MAR-1999 App 75653862	Reg 14-MAR-2000 Reg 2329100

TRADEMARK	COUNTRY	STATUS	CLASSES	OWNER NAME	APP DATE AND NUMBER	REG DATE REG #
			PRODUCT DISTRIBUTION, AND DISTRIBUTION OF SAMPLE PRODUCTS FOR OTHERS] INT. CL. 40 CUSTOM MANUFACTURE OF COSMETICS, OVER THE COUNTER PHARMACEUTICALS , AND HEALTH AND BEAUTY AIDS INT. CL. 42 DESIGN AND TESTING FOR NEW PRODUCT DEVELOPMENT, RESEARCH AND DEVELOPMENT FOR NEW PRODUCTS FOR OTHERS, PRODUCT DEVELOPMENT CONSULTATION, PACKAGING DESIGN FOR OTHERS, CONSUMER PRODUCT SAFETY TESTING, AND PROVIDING CONSUMER PRODUCT SAFETY CONSULTATION First Used: 1993 (IC 35) In Commerce: 1993 First Used: 1993 (IC 40) In Commerce: 1993 First Used: 1993 (IC 42) In Commerce: 1993			

UNREGISTERED TRADEMARKS



THISIANI INTERNATIONAL, INC.
 Innovative Personal Care Development & Manufacturing