

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBI Laboratories, Inc.		03/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: ENGLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2304794	AMRENEW	
Registration Number:	2265970	BODY RITUALS	
Registration Number:	3099489	BOTANICAL BIO-PEPTIDE CONCENTRATE	
Registration Number:	2289140	BOTANICAL LUXURIES	
Registration Number:	2499560	CELLUFIRM	
Registration Number:	2300668	CREATIVE BEAUTY INNOVATIONS	
Registration Number:	1823542	CREDENTIALS	
Registration Number:	2291574	EYE INTENSIVE 20	
Registration Number:	2288227	GOLDEN OIL	
Registration Number:	3084474	GRAPE WINE PEEL	
Registration Number:	3363764	OPTIONS RX	
Registration Number:	2302818	PMCLEAN	
Registration Number:	3066918	SHIO DORO	
Registration Number:	2289139	SKIN SOURCES	
Registration Number:	2219188	SPA BALANCE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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

Phone: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	90091.00004 (TERM)
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NAME OF SUBMITTER:	Christine Dionne
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SIGNATURE:	/Christine Dionne/
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DATE SIGNED:	03/01/2017
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 1, 2017 (this “Agreement”) by CBI Laboratories, Inc., a Delaware corporation (the “Grantor”), in favor of Barclays Bank PLC (“Barclays”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Agreement, dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Term Loan Agreement”), by and among, *inter alios*, Kronos Acquisition Intermediate Inc., a Delaware corporation, Kronos Acquisition Holdings Inc., a Delaware corporation, Kronos Acquisition Finance Sub Inc., a Delaware corporation, which upon the effectiveness of the Finance Sub 1 Merger will be merged with and into KIK Custom Products Inc., a Delaware corporation, Kronos Acquisition Finance Sub L.P., a Delaware limited partnership, which upon the effectiveness of the Finance Sub 2 Merger will be merged with and into KCP Holdings II, L.P., a Delaware limited partnership, the Lenders from time to time party thereto and Barclays Bank PLC, in its capacities as administrative agent and collateral agent for the Lenders. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby confirms its grant of security interest to the Agent in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

SECTION 3.

A. all Trademarks and the goodwill associated with the Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations, pending applications for registration in the United States Copyright Office and exclusive licenses for Copyrights registered in the United States Copyright Office, in each case, listed on Schedule III; and

D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 4. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

CBI LABORATORIES, INC.

By:  _____
Name: Ben Kaak
Title: Executive Vice President, Chief Financial
Officer and Assistant Secretary

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REG/ APP NO.	TRADEMARK
CBI Laboratories, Inc.	2304794	AMRENEW
CBI Laboratories, Inc.	2265970	BODY RITUALS
CBI Laboratories, Inc.	3099489	BOTANICAL BIO- PEPTIDE CONCENTRATE
CBI Laboratories, Inc.	2289140	BOTANICAL LUXURIES
CBI Laboratories, Inc.	2499560	CELLUFIRM
CBI Laboratories, Inc.	2300668	CREATIVE BEAUTY INNOVATIONS
CBI Laboratories, Inc.	1823542	CREDENTIALS
CBI Laboratories, Inc.	2291574	EYE INTENSIVE 20
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CBI Laboratories, Inc.	3066918	SHIO DORO
CBI Laboratories, Inc.	2289139	SKIN SOURCES
CBI Laboratories, Inc.	2219188	SPA BALANCE

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

Schedule III

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RECORDED: 03/01/2017

**TRADEMARK
REEL: 005999 FRAME: 0898**