

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albéa Thomaston Inc.		04/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas S.A., as Security Agent		
Street Address:	16 rue de Hanovre		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	75002		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4038768	XD 11	
Registration Number:	3178378	CRIMPLESS	
Registration Number:	2014808	THE CRIMPLESS SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3129932647		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	036001-0059		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	04/20/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated April 20, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of BNP Paribas S.A., as Security Agent (the “*Security Agent*”) for the Secured Parties.

WHEREAS, each Grantor has entered into the Senior Facilities Agreement dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*SFA*”), with, amongst others the Security Agent.

WHEREAS, each Grantor has executed and delivered that certain Security Agreement dated April 20, 2017 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (other than the Excluded Property) (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Debt Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Secured Debt Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

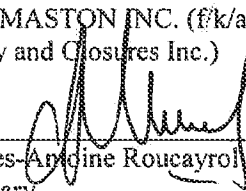
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

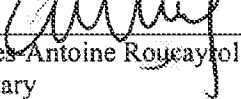
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALBÉA THOMASTON INC. (f/k/a
Rexam Beauty and Cosmetics Inc.)

By 
Name: Charles-Antoine Roucayrol
Title: Secretary

Address for Notices:
60 Electric Ave.
Thomaston, CT 06787

ALBEA AMERICAS, INC.

By 
Name: Charles-Antoine Roucayrol
Title: Secretary

Address for Notices:
191 Route 31 North
Washington, NJ 07882

ALBEA COSMETICS AMERICA, INC.

By _____
Name: Xavier Leclerc De Hauteclocque
Title: Vice President and Treasurer

Address for Notices:
1350 Technology Way
Morristown, TN 37813

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALBÉA THOMASTON INC. (f/k/a
Rexam Beauty and Closures Inc.)

By _____
Name: Charles-Antoine Roucayrol
Title: Secretary

Address for Notices:
60 Electric Ave.
Thomaston, CT 06787

ALBEA AMERICAS, INC.

By _____
Name: Charles-Antoine Roucayrol
Title: Secretary

Address for Notices:
191 Route 31 North
Washington, NJ 07882

ALBEA COSMETICS AMERICA, INC.

By _____
Name: ~~Xavier Leclerc De Hauteclocque~~
Title: Vice President and Treasurer

Address for Notices:
1350 Technology Way
Morristown, TN 37813

SCHEDULE A. Registered Patents and Pending Patent Applications

Title	Country	Application No.	Patent / Publication No.	Filing Date	Issue Date	Status	Current Owner
LAYERED MATERIALS COMPRISING ALUMINUM FOIL AND TUBES MADE THEREFROM	USA	14759854	20150367368	01/09/2013	11/26/2015	Pending	ALBEA AMERICAS, INC.
SYSTEM FOR DISPENSING A MIXTURE OF A FIRST PRODUCT AND A SECOND PRODUCT	USA	14730415	20150367368	06/04/2015	12/24/2015	Pending	ALBEA THOMASTON INC.
CAP FOR A TUBULAR DISPENSER	USA	29254220	D533453	02/17/2006	12/12/2006	Patented	ALBEA COSMETICS AMERICA, INC.
CAP FOR A TUBULAR DISPENSER	USA	29243400	D525526	11/23/2005	07/25/2006	Patented	ALBEA COSMETICS AMERICA, INC.
CAP FOR A TUBULAR DISPENSER	USA	29222512	D520873	01/27/2005	05/16/2006	Patented	ALBEA COSMETICS AMERICA, INC.
PERIPHERY OF CAP FOR A TUBULAR DISPENSER	USA	29189394	D496861	09/04/2003	10/05/2004	Patented	ALBEA COSMETICS AMERICA, INC.
CAP FOR A TUBULAR DISPENSER	USA	29173516	D504613	12/31/2002	05/03/2005	Patented	ALBEA COSMETICS AMERICA, INC.
COSMETIC CONTAINER WITH MIRRORED ELEMENT	USA	12692077	8434959	01/22/2010	05/07/2013	Patented	ALBEA THOMASTON INC.
RELEASE SYSTEM FOR CONTAINER	USA	12559306	8434640	09/14/2009	05/07/2013	Patented	ALBEA THOMASTON INC.
SIFTER DEVICE FOR CONTAINER	USA	12481443	8118040	06/09/2009	02/21/2012	Patented	ALBEA THOMASTON INC.
COMPACT CONTAINER FOR LIQUID COSMETIC	USA	12353660	8356952	01/14/2009	01/22/2013	Patented	ALBEA THOMASTON INC.
LOOSE POWDER COMPACT	USA	11705554	7841349	02/12/2007	11/30/2010	Patented	ALBEA THOMASTON INC.
INTERLOCKING CONTAINER	USA	11452080	7770587	06/13/2006	08/10/2010	Patented	ALBEA THOMASTON INC.
RELEASE SYSTEM FOR CONTAINER	USA	11359021	7588164	02/22/2006	09/15/2009	Patented	ALBEA THOMASTON INC.
CONTAINER SYSTEM	USA	11297798	7604142	12/08/2005	10/20/2009	Patented	ALBEA THOMASTON INC.
HERMETIC WIPE CONTAINER	USA	10916019	7546930	08/11/2004	06/16/2009	Patented	ALBEA COSMETICS AMERICA, INC.
RELEASE SYSTEM FOR CONTAINER	USA	10874818	7806290	06/22/2004	10/05/2010	Patented	ALBEA COSMETICS AMERICA, INC.
METHOD FOR FORMING AN IMPROVED CONTAINER	USA	10220527	6846443	09/15/2000	01/25/2005	Patented	ALBEA COSMETICS AMERICA, INC.
ZONED MASCARA BRUSH AND PACKAGE INCLUDING THE BRUSH	USA	09789749	6394678	02/20/2001	05/28/2002	Patented	ALBEA COSMETICS AMERICA, INC.
MATERIAL DISPENSER WITH APPLICATOR	USA	09765132	7163016	01/18/2001	01/16/2007	Patented	ALBEA COSMETICS AMERICA, INC.
DUAL DISPENSE CONTAINER HAVING CLOVERLEAF ORIFICE	USA	09724557	6347726	11/28/2000	02/19/2002	Patented	ALBEA COSMETICS AMERICA, INC.

Title	Country	Application No.	Patent / Publication No.	Filing Date	Issue Date	Status	Current Owner
CONTAINER-APPLICATOR SYSTEM FOR MATERIAL FOR THE SKIN	USA	09636017	6331085	08/10/2000	12/18/2001	Patented	ALBEA COSMETICS AMERICA, INC.
ASSEMBLY FOR SECURING AND SEALING A DISPENSER TO A FLANGED CONTAINER	USA	09487433	6253941	01/19/2000	07/03/2001	Patented	REXAM BEAUTY AND CLOSURES INC.
HERMETICALLY SEALED COSMETIC COMPACT CASE	USA	09472573	6199559	12/27/1999	03/13/2001	Patented	REXAM BEAUTY AND CLOSURES INC.; REVILON CONSUMER PRODUCTS CORPORATION
COLLAPSIBLE CAP MECHANISM FOR SHIELDING PUMP ACTUATOR AND LIQUID MATERIAL-DISPENSING CONTAINER INCLUDING THE SAME	USA	09394481	6290103	09/13/1999	09/18/2001	Patented	ALBEA COSMETICS AMERICA, INC.
FLUID MATERIAL DISPENSER	USA	09366438	6231256	07/19/1999	05/15/2001	Patented	ALBEA COSMETICS AMERICA, INC.
DUAL DISPENSE CONTAINER HAVING CLOVERLEAF ORIFICE	USA	09295825	6257450	04/21/1999	07/10/2001	Patented	ALBEA COSMETICS AMERICA, INC.
DUAL DISPENSE CONTAINER	USA	09295824	6176395	04/21/1999	01/23/2001	Patented	ALBEA COSMETICS AMERICA, INC.
LOW PROFILE AND LOW FORCE ACTUATION DISPENSING PUMP	USA	09098475	6036059	06/16/1998	03/14/2000	Patented	REXAM BEAUTY AND CLOSURES INC. ¹
FLUID MATERIAL DISPENSER	USA	09010650	5951185	01/22/1998	09/14/1999	Patented	ALBEA COSMETICS AMERICA, INC.
HERMETICALLY SEALED COSMETIC COMPACT CASE	USA	469494	RE39311	01/04/2000	10/03/2006	Patented	REXAM BEAUTY AND CLOSURES INC.
HERMETIC CONTAINER	USA	12484807	7988008	06/15/2009	08/02/2011	Expired	ALBEA THOMASTON INC.
SIFTER DEVICE FOR CONTAINER	USA	11268091	7494030	11/07/2005	02/24/2009	Expired	ALBEA THOMASTON INC.
CONTAINER HAVING SPLINES AND METHOD FOR USING SAME	USA	10101022	6615883	03/19/2002	09/09/2003	Expired	ALBEA COSMETICS AMERICA, INC.
SHADE-EVIDENT AIRTIGHT CONTAINER	USA	10096352	6712076	03/12/2002	03/30/2004	Expired	ALBEA THOMASTON INC.

¹ [There is a recorded assignment from predecessor-in-interest Risdon/AMS (USA), Inc. to Crown Cork & Seal Technologies Corporation dated 2/8/2002 (Reel/Frame 012822-0952), which is after the date of the assignment dated 1/22/2002 from Crown Cork & Seal to the Company (Reel/Frame 013056 / 0927).

SCHEDULE B. Registered Trademarks and Pending Trademark Applications

Trademark	Database	Application Number	Registration Number	Application Date	Registration Date	Status	Next Action	Current Owner
XD 11	U.S. Federal	77206175	4038768	06/14/2007	10/11/2011	REGISTERED	AFFIDAVIT OF CONTINUED USE DUE 10/11/2017	ALBEA THOMASTON INC.
CRIMPLESS	U.S. Federal	78604481	3178378	04/08/2005	11/28/2006	REGISTERED	RENEWAL DUE 11/28/2016; 6 MONTH GRACE PERIOD ENDS 05/28/2017.	REXAM BEAUTY AND CLOSURES INC.
THE CRIMPLESS SYSTEM	U.S. Federal	74615020	2014808	12/27/1994	11/12/1996	REGISTERED	RESPONSE DUE 07/20/2017.	ALBEA THOMASTON INC.
GLAMASEAL	U.S. Federal	73478161	1328506	04/30/1984	04/02/1985	REGISTERED	RENEWAL DUE 04/02/2025	ALBEA COSMETICS AMERICA, INC.

SCHEDULE C. Registered Copyrights

None