

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AWARE PRODUCTS, LLC		07/31/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 South Lasalle Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3376680	ADVANCED VOLUMIZING SYSTEM	
Registration Number:	3995083	AMAZON CALM	
Registration Number:	3995082	AMAZON COILS	
Registration Number:	3995081	AMAZON DEEP	
Registration Number:	3546140	AWARE PERSONALIZED BRANDING	
Registration Number:	5005683	AWARE PRODUCTS	
Registration Number:	3232868	CLUB AWARE	
Registration Number:	4298696	COLOR RETENTION SYSTEM QUENCH	
Registration Number:	4445255	COLOR RETENTION SYSTEM THICKEN	
Registration Number:	3621576	COLOR RETENTION SYSTEM WITH STRANDGUARD	
Registration Number:	3285890	EXPANSION TECHNOLOGY	
Registration Number:	3769028	HEATWAVE TECHNOLOGY	
Registration Number:	3743276	NUTRITIVE CASCADE TECHNOLOGY	
Registration Number:	1901113	SKINWEAR	
Registration Number:	3539751	STRANDGUARD COMPLEX	
Registration Number:	3745382	STRUCTURE CONTROL SYSTEM	
Registration Number:	5467791	AWARE BRANDING	

CH \$440.00 3376680

CORRESPONDENCE DATA**Fax Number:** 2127352000*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.***Phone:** 212-735-2811**Email:** mribando@skadden.com**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP**Address Line 1:** Four Times Square**Address Line 2:** Monique L. Ribando**Address Line 4:** New York, NEW YORK 10036**ATTORNEY DOCKET NUMBER:** 401180/565**NAME OF SUBMITTER:** Oren Epstein**SIGNATURE:** /OE/**DATE SIGNED:** 08/01/2018**Total Attachments: 6**

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Grant of Security Interest in Trademark Rights

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 31, 2018, is made by AWARE PRODUCTS, LLC, a California limited liability company ("Grantor") in favor of BANK OF AMERICA, N.A., in its capacity as agent (together with its successors and assigns, in such capacity, the "Agent") for the benefit of the Secured Parties from time to time party to that certain Loan and Guaranty Agreement, dated as of March 9, 2017 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vee PAK, LLC, a Delaware limited liability company, VEE PAK OHIO, LLC, a Delaware limited liability company, the other borrowers and guarantors party thereto, the financial institutions party to that agreement from time to time as Lenders (as defined therein), and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to a Joinder Agreement, dated as of the date hereof, Grantor became a party to the Credit Agreement and the Security Agreement (as defined below);

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Loans and provide other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has become a party to a Security and Pledge Agreement, dated as of March 9, 2017 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and provide other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of Grantor's Obligations, a security interest in all of their right, title and interest in, to and under the Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by the Agent with respect to any Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 9, 2017 (as further amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among VPI Intermediate Holdings Company, LLC, a Delaware limited liability company ("Holdings"), Vee Pak, LLC, a Delaware limited liability company ("Company"), the other Grantors (as defined in Section 1.1 therein) from time to time party thereto, Bank of America, N.A. ("Bank of America"), as ABL Facility Administrative Agent (as defined therein), Cortland Capital Market Services LLC, as Term Loan Administrative Agent (as defined therein), (each, as defined therein) and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a ".pdf" or ".tif" attachment shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.


AWARE PRODUCTS, LLC,
a California limited liability company

By: 
Name: Lawrence Balingit
Title: Chief Financial Officer

Signature Page to Aware Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 006399 FRAME: 0717

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: CIARA BOUCHENE
Title: VICE President

SCHEDULE A**U.S. Trademark Registrations and Applications**

	Mark	Registration No.	Registration Date
1.	ADVANCED VOUMIZING SYSTEM	3376680	Jan-29-2008
2.	AMAZON CALM	3995083	Jul-12-2011
3.	AMAZON COILS	3995082	Jul-12-2011
4.	AMAZON DEEP	3995081	Jul-12-2011
5.	AWARE PERSONALIZED BRANDING	3546140	Dec-16-2008
6.	AWARE PRODUCTS	5005683	Jul-26-2016
7.	CLUB AWARE	3232868	Apr-24-2007
8.	COLOR RETENTION SYSTEM QUENCH	4298696	Mar-05-2013
9.	COLOR RETENTION SYSTEM THICKEN	4445255	Dec-03-2013
10.	COLOR RETENTION SYSTEM WITH STRANDGUARD COMPLEX	3621576	May-19-2009

11.	EXPANSION TECHNOLOGY	3285890	Aug-28-2007
12.	HEATWAVE TECHNOLOGY	3769028	Mar-30-2010
13.	NUTRITIVE CASCADE TECHNOLOGY	3743276	Jan-26-2010
14.	SKINWEAR	1901113	Jun-20-1995
15.	STRANDGUARD COMPLEX	3539751	Dec-02-2008
16.	STRUCTURE CONTROL SYSTEM	3745382	Feb-02-2010
17.	AWARE BRANDING	5467791	May-15-2018