

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aromair Fine Fragrance Company		12/21/2018	Corporation: DELAWARE
KDC US Holdings, Inc.		12/21/2018	Corporation: VIRGINIA
Kolmar Laboratories, Inc.		12/21/2018	Corporation: DELAWARE
Northern Labs, Inc.		12/21/2018	Corporation: DELAWARE
Thibiant International, Inc.		12/21/2018	Corporation: CALIFORNIA
Knowlton Packaging Inc.		12/21/2018	Corporation: D.C.

## RECEIVING PARTY DATA

<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent
<b>Street Address:</b>	600 Washington Boulevard
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4962277	AROMAIR
Registration Number:	2861914	TTL
Registration Number:	893857	IRMA SHORELL'S MOISTURE/35
Registration Number:	793778	IRMA SHORELL'S
Registration Number:	894771	IRMA SHORELL'S CONTOUR/35
Registration Number:	1968628	DERMABRASE/35
Registration Number:	2615024	TRI TECH LABORATORIES
Registration Number:	2615025	TRI TECH LABS
Registration Number:	1520445	YEARS YOUNGER
Registration Number:	4862404	STAY AHEAD OF THE MARKET. GET BEHIND KDC
Registration Number:	684270	AQUALIZER
Registration Number:	1045563	KOLMAR
Registration Number:	3783686	NORTHERN LABS, INC.
Registration Number:	2329100	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3742114	
Registration Number:	2637563	
Registration Number:	2637562	
Registration Number:	2712420	
Registration Number:	2605112	REVITAL EYES
Registration Number:	4527941	THIBIANT
Registration Number:	2636480	IMX
Registration Number:	4757822	MIXING STATION
Serial Number:	87844191	DORM BUDDY
Serial Number:	87806610	PODAIR
Serial Number:	87788721	SCENTBUD
Serial Number:	87917206	BEAUTY INNOVATION, DELIVERED
Serial Number:	87917179	KDC / ONE
Serial Number:	87922611	THIBIANT NATURALS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1030514 TM
<b>NAME OF SUBMITTER:</b>	Brandon Okun
<b>SIGNATURE:</b>	/Brandon Okun/
<b>DATE SIGNED:</b>	12/26/2018

**Total Attachments: 7**  
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source=#91600351v2 - (Trademark Security Agreement - KDC)#page5.tif  
source=#91600351v2 - (Trademark Security Agreement - KDC)#page6.tif  
source=#91600351v2 - (Trademark Security Agreement - KDC)#page7.tif  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT is entered into as of December 21, 2018, (this "Agreement"), by the GRANTORS set forth on the signature page hereto (each, a "Grantor"), in favor of UBS AG, Stamford Branch ("UBS"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to (i) that certain US Pledge and Security Agreement, dated as of the date hereof (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 Grantors party thereto and the Collateral Agent and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, 1184248 B.C. LTD., a corporation duly constituted under the laws of the Province of British Columbia (the "Initial Borrower" and, prior to the Closing Date Amalgamations, the "Canadian Borrower"), which, as part of the Closing Date Amalgamations, will be amalgamated to form Knowlton Development Corporation Inc., a corporation duly constituted under the laws of the Province of British Columbia ("KDC" and, after the Closing Date Amalgamations, the "Canadian Borrower"), KDC US Holdings, Inc., a Virginia corporation (the "US Borrower" and, together with the Canadian Borrower, collectively, the "Borrowers"), Knowlton Development Holdco, Inc., a corporation duly constituted under the laws of the Province of British Columbia, as Holdings, the Lenders and Issuing Banks from time to time party thereto and UBS AG, Stamford Branch, as administrative agent for the Lenders and Issuing Banks, and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

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, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or 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 such Grantor and regardless of where located (collectively, the "Trademark Collateral"):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

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

SECTION 3. 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. Each Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the Trademark 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 4. Termination. In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon a Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

SECTION 5. Governing Law. This Agreement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**GRANTORS:**

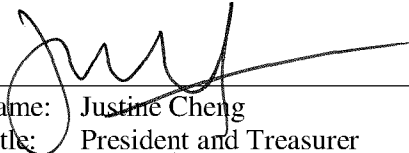
AROMAIR FINE PRAGRANCE COMPANY  
KDC US HOLDINGS, INC.  
KOLMAR LABORATORIES, INC.  
NORTHERN LABS, INC.  
THIBIANT INTERNATIONAL, INC.

By: 

Name: Pierre Prud'homme  
Title: Executive Vice-President Acquisitions  
and Chief Financial Officer


[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT]

KNOWLTON PACKAGING INC.

By:   
Name: Justine Cheng  
Title: President and Treasurer

ACKNOWLEDGED AND ACCEPTED:


UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By:   
Name: Housseem Daly  
Title: Associate Director

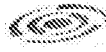




By:   
Name: Kenneth Chin  
Title: Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**

<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Application No.</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Owner</b>
<b>AROMAIR</b>	United States	3/4/2014	86/210055	5/24/2016	4962277	Aromair Fine Fragrance Company
<b>DORM BUDDY</b>	United States	3/21/2018	87/844191	N/A	N/A	Aromair Fine Fragrance Company
<b>PODAIR</b>	United States	2/22/2018	87/806610	N/A	N/A	Aromair Fine Fragrance Company
<b>SCENTBUD</b>	United States	2/7/2018	87/788721	N/A	N/A	Aromair Fine Fragrance Company
<b>BEAUTY INNOVATION DELIVERED</b>	United States	5/11/2018	87/917206	N/A	N/A	KDC US Holdings, Inc.
<b>KDC/ONE</b>	United States	5/11/2018	87/917179	N/A	N/A	KDC US Holdings, Inc.
	United States	9/4/2001	76/308367	7/13/2004	2861914	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<i>Trina Shorell's</i> <b>MOISTURE/35</b>	United States	5/22/1969	72/328019	6/30/1970	0893857	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<i>Trina Shorell's</i>	United States	8/26/1964	72/200665	8/3/1965	0793778	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<i>Trina Shorell's</i> <b>CONTOUR/35</b>	United States	5/22/1969	72/328018	7/14/1970	0894771	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<b>DERMABRASE/35</b>	United States	6/15/1995	74/690051	4/16/1996	1968628	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<b>TRI TECH LABORATORIES</b>	United States	8/27/2001	76/305051	9/3/2012	2615024	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<b>TRI TECH LABS</b>	United States	8/27/2001	76/305052	9/3/2002	2615025	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<b>YEARS YOUNGER</b>	United States	5/10/1988	73/727625	1/17/1989	1520445	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
STAY AHEAD OF THE MARKET. GET BEHIND KDC	United States	3/11/2015	86561405	12/1/2015	4862404	Knowlton Packaging, Inc.
<b>AQUALIZER</b>	United States	7/22/1957	72/034146	9/1/1959	684270	Kolmar Laboratories, Inc.
<b>KOLMAR</b>	United States	9/23/1974	73/032684	8/3/1976	1045563	Kolmar Laboratories, Inc.
<b>NORTHERN LABS, INC.</b>	United States	6/30/2009	77/771569	5/4/2010	3783686	Northern Labs, Inc.



Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.	Owner
	United States	3/3/1999	75653862	3/14/2000	2329100	Thibiant International
	United States	6/11/2009	77/757447	1/26/2010	3742114	Thibiant International, Inc.
	United States	1/13/2000	75899574	10/15/2002	2637563	Thibiant International, Inc.
	United States	1/13/2000	75899573	10/15/2002	2637562	Thibiant International, Inc.
	United States	1/13/2000	75899572	5/6/2003	2712420	Thibiant International, Inc.
<b>REVITAL EYES</b>	United States	9/2/1998	75547122	8/6/2002	2605112	Thibiant International, Inc.
<b>THIBIANT</b>	United States	2/27/2013	85/861461	5/13/2014	4527941	Thibiant International, Inc.
THIBIANT NATURALS	United States	5/15/2018	87/922611			Thibiant International, Inc.
<b>IMX</b>	United States	10/15/02	76/063106	6/5/00	2636480	Thibiant International, Inc. (f/k/a Cosmetic Technologies, LLC)
<b>MIXING STATION</b>	United States	10/8/14	86418357	6/16/15	4757822	Thibiant International, Inc. (f/k/a Cosmetic Technologies, LLC)