

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509954

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GSC Recovery II, Liquidating Trust, successor to GSC Recovery II, L.P.		02/08/2019	Statutory Trust: DELAWARE

RECEIVING PARTY DATA

Name:	Acupac Packaging, Inc.
Street Address:	55 Ramapo Valley Road
City:	Mahwah
State/Country:	NEW JERSEY
Postal Code:	07430
Entity Type:	Corporation: NEW JERSEY
Name:	Kolmar Laboratories, Inc.
Street Address:	20 King Street
City:	Port Jervis
State/Country:	NEW YORK
Postal Code:	12771
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0684270	AQUALIZER
Registration Number:	1045563	KOLMAR

CORRESPONDENCE DATA

Fax Number: 7576290660
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: 757.473.5357
Email: bharper@williamsmullen.com
Correspondent Name: M. Bruce Harper, Esquire
Address Line 1: Williams Mullen, c/o IP Docketing
Address Line 2: 8300 Greensboro Drive, Suite 1100
Address Line 4: Tysons, VIRGINIA 22102

OP \$65.00 0684270

ATTORNEY DOCKET NUMBER:	057798.0006
NAME OF SUBMITTER:	M. Bruce Harper
SIGNATURE:	/M. Bruce Harper/
DATE SIGNED:	02/13/2019

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS ("Release") is dated as of February 8, 2019 and is made by and among Acupac Packaging, Inc., a New Jersey corporation ("Acupac"), and Kolmar Laboratories, Inc., a Delaware corporation ("Kolmar Labs") (each a "Grantor" and, collectively, the "Grantors"), and GSC RECOVERY II, LIQUIDATING TRUST, a Delaware statutory trust, as successor to GSC Recovery, II, L.P., a Delaware limited partnership ("GSC"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings assigned to such terms in the Patent Security Agreement and the Trademark Security Agreement, as applicable, each referenced below.

WHEREAS, the Grantors, certain other credit parties and GSC entered into that certain Second Amended and Restated Patent Security Agreement, dated as of November 30, 2007, and recorded in the United States Patent and Trademark Office on December 3, 2007 at Reel/Frame No. 020186/0524 (the "Patent Security Agreement"), pursuant to which, among other things, the Grantors granted to GSC a security interest in the Released Patents (defined below);

WHEREAS, the Grantors, certain other credit parties and Foothill Capital Corporation, as the Collateral Agent ("Foothill") entered into that certain Trademark Security Agreement, dated as of October 30, 2002 (the "Foothill Trademark Security Agreement"), and recorded in (i) the United States Patent and Trademark Office on January 8, 2003 at Reel/Frame No. 002648/0849 and (ii) the Canadian Intellectual Property Office on January 10, 2003, as evidenced on File No. 276955, pursuant to which, among other things, the Grantors granted to Foothill a security interest in the Released Trademarks (defined below);

WHEREAS, File No. 276955 of the Canadian Intellectual Property Office also reflects, among other things, the transfer of the "AQUALIZER" trademark (which is included as a Released Trademark), from Kolmar Labs Group, Inc. to Kolmar on March 19, 2015;

WHEREAS, Foothill and GSC entered into that certain Assignment Agreement, dated as of November 30, 2007, and recorded in the United States Patent and Trademark Office on December 7, 2007 at Reel/Frame No. 003674/0383 (the "Trademark Assignment Agreement"), pursuant to which, among other things, Foothill assigned its rights in the Foothill Trademark Security Agreement to GSC;

WHEREAS, the Grantors, certain other credit parties and GSC entered into that certain Second Amended and Restated Trademark Security Agreement, dated as of November 30, 2007, and recorded in the United States Patent and Trademark Office on December 3, 2007 at Reel/Frame No. 003670/0747 (together with the Foothill Trademark Security Agreement and the Trademark Assignment Agreement, the "Trademark Security Agreement"), pursuant to which, among other things, the Grantors reaffirmed or granted to GSC a security interest in the Released Trademarks;

WHEREAS, GSC desires to release its continuing security interest in the Released Patents;
and

WHEREAS, GSC desires to release its continuing security interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GSC and, solely with respect to Section 4, Acupac and Kolmar Labs, hereby agree as follows:

1. Release of Patents.

(a) GSC hereby terminates, releases and discharges its continuing security interest in all of Grantors' right, title and interest throughout the world in, to and under the following, whether then existing or thereafter arising or acquired (collectively, the "Released Patents"):

(i) all letters patent of the United States, Canada, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and all rights to obtain any reissues or extensions of the foregoing ("Patents"), including each Patent and Patent application referred to on Schedule 1;

(ii) the right to sue third parties for past, present and future infringements of any Patent; and

(iii) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

(b) waives and relinquishes all its rights, powers, privileges and remedies with respect to the Released Patents; and

(c) reassigns any and all interest it may have in the Released Patents to the Grantors.

2. Release of Trademarks. GSC hereby terminates, releases and discharges its continuing security interest in all of Grantors' right, title and interest throughout the world in, to and under the following, whether then existing or thereafter arising or acquired (collectively, the "Released Trademarks"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States, any State thereof, Canada or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof (collectively referred to as "Trademarks"), including those registrations of Trademarks and applications for registration of Trademarks referred to on Schedule 2;

(b) the right to sue third parties for past, present and future infringement or dilution of the Trademarks described in clause (b) or for any injury to the goodwill associated with the use of any such Trademark; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

3. Recordation of Release. This Release has been executed and delivered by GSC for the purpose of recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office and any similar office or agency of any other country or any political subdivision thereof.

4. Release by Grantors; Legal Fees. Each of Acupac and Kolmar Labs hereby releases GSC from all claims, obligations and losses incurred by Acupac or Kolmar Labs in connection with the release of the security interests set forth in this Release, other than claims, obligations and losses arising from the gross negligence, bad faith or intentional misconduct of GSC. Each of Acupac and Kolmar agree to indemnify and hold GSC harmless from all claims, damages and losses incurred by GSC arising directly from the release of the security interests set forth in this Release, other than claims, damages or losses arising from the gross negligence, bad faith or intentional misconduct of GSC. Reasonably promptly after the date this Release executed, Acupac or Kolmar shall pay GSC's legal counsel for the legal fees, costs, and expenses of GSC's counsel in connection with the review of this Release in the amount of \$2,000.

5. No Effect on Escrow Agreement. The parties to this Release hereby acknowledge and agree that nothing set forth in this Release will be deemed to release or waive any of the rights of any of the parties or their respective affiliates, successors and assigns under the Escrow Agreement dated as of October 9, 2015 among KDC US Holdings, Inc. (fka Tri-Tech Laboratories, Inc.), KLG USA, LLC (fka Kolmar Labs Group, LLC) and Wells Fargo Bank, National Association, including, without limitation, rights relating to the escrows established in connection therewith.


6. Further Assurances. GSC agrees to provide each Grantor with any information and additional authorization and documentation necessary to effect the release of GSC's interest in the Released Patents and the Released Trademarks (at such Grantor's request and sole cost and expense).

7. Governing Law. This Release shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, GSC (and, solely with respect to Section 4, Acupac and Kolmar Labs) have caused this Release to be duly executed as of the date above first written.

GSC RECOVERY II, LIQUIDATING TRUST, a Delaware statutory trust, as successor to GSC Recovery II, L.P. **Delaware Trust Company, not in its individual capacity but solely as Trustee**

By: 
Name: James L. Grier
Title: Assistant Vice President

ACUPAC PACKAGING, INC., a New Jersey corporation

By: _____
Name: _____
Title: _____

KOLMAR LABORATORIES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

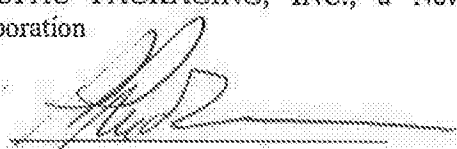
[Signature Page to Patent Release]

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GSC RECOVERY II, LIQUIDATING TRUST, a Delaware statutory trust, as successor to GSC Recovery II, L.P.

By: _____
Name: _____
Title: _____

ACUPAC PACKAGING, INC., a New Jersey corporation

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

KOLMAR LABORATORIES, INC., a Delaware corporation

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

[Signature Page to Patent Release]

Schedule 1

PATENTS and PATENT APPLICATIONS:

OWNER	COUNTRY	TITLE	APPLICATION OR PATENT NUMBER	FILING DATE	ISSUE DATE
Acupac Packaging, Inc.	U.S.	Method for the Production of a Glove	5,869,072	07/21/1997	02/09/1999
Acupac Packaging, Inc.	U.S.	Patch-Type Appliques for Treating Dry Skin and Method for the Production Thereof	6,770,286	07/10/2000	08/03/2004
Acupac Packaging, Inc.	U.S.	Process for Manufacturing Thin Film Strips	6,824,829	08/23/2002	11/30/2004
Acupac Packaging, Inc.	U.S.	Skin Conditioning Article	60/359,015	02/20/2002	ABANDONED
Acupac Packaging, Inc.	U.S.	Multicolored Dissolvable Strips for Delivery of Active Agents	60/738,300	11/18/2005	n/a
Acupac Packaging, Inc.	U.S.	Laminated Thin Film to Increase Dosage Loading and Improve Physical Film Properties and Method for Manufacturing Laminate Film	11/039,266	01/20/2005	ABANDONED
Acupac Packaging, Inc.	U.S.	Novel Delivery System for Cosmetic and Skincare Brief Summary of Invention	10/790,351	03/01/2004	ABANDONED
Acupac Packaging, Inc.	U.S.	Process for Manufacturing Thin Film Strips	7,241,411	08/20/2004	07/10/2007
Acupac Packaging, Inc.	U.S.	Process for Manufacturing Thin Film Strips	11/785,821	06/06/2007	n/a

OWNER	COUNTRY	TITLE	APPLICATION OR PATENT NUMBER	FILING DATE	ISSUE DATE
Acupac Packaging, Inc.	U.S.	Novel Delivery System for Cosmetic and Skincare Brief Summary of Invention	11/865,175	10/01/2007	n/a
Acupac Packaging, Inc.	U.S.	Multicolored Dissolvable Strips for Delivery of Active Agents	60/814,829	06/19/2006	n/a
Acupac Packaging, Inc.	U.S.	Multicolored Dissolvable Strips for Delivery of Active Agents	11/556,870	11/07/2006	n/a
Acupac Packaging, Inc.	U.S.	Method and Apparatus for Coating Films	60/823,851	08/29/2006	n/a
Acupac Packaging, Inc.	U.S.	Method and Apparatus for Coating Films	8,383,201	08/29/2007	02/26/2013
Acupac Packaging, Inc.	U.S.	Novel delivery system for cosmetic and skincare	60/450,956	02/28/2003	EXPIRED
Acupac Packaging, Inc.	U.S.	Thin Film Strips	11/758,821	06/06/2007	ABANDONED
Acupac Packaging, Inc.	U.S.	Thin Film Strips	10,922,502	08/20/2004	07/10/2007
Kolmar Laboratories, Inc.	U.S.	System for customized hair products containing surfactants	5,993,792	11/13/1997	11/30/1999
Kolmar Laboratories, Inc.	U.S.	System for customized hair products	5,972,322	05/03/1999	10/26/1999

PATENT LICENSES:

None

Schedule 2

TRADEMARKS and TRADEMARK APPLICATIONS:

Owner	Jurisdiction	Mark	Reg. No.
Kolmar Laboratories, Inc.	U.S.	AQUALIZER	684270
Kolmar Laboratories, Inc.	U.S.	KOLMAR	1043563
Kolmar Laboratories, Inc.	Canada	AQUALIZER	TMA135059