

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519978

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WHISPS ACQUISITION CORP.		04/18/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP PARIBAS, as Administrative Agent		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Société Anonyme (Sa): FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4761966	WHISPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	049018-0114		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	04/19/2019		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is made as of April 18, 2019 (this "Agreement"), by and between WHISPS ACQUISITION CORP., a Delaware corporation ("Grantor"), and BNP PARIBAS, in its capacity as Administrative Agent for the Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor, Grantee, and Whisps Midco Corp., a Delaware corporation, have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Grantor and Grantee wish to enter this Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor's right, title and interest in and to (a) the Trademarks, (b) all extensions, modifications and renewals thereof, (c) all Goodwill of each Grantor's business symbolized by the foregoing or associated therewith, and (d) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Trademark Collateral") solely for the purpose of securing Grantor's payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

3. Upon the Payment in Full of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Agreement.

4. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

5. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

WHISPS ACQUISITION CORP.,

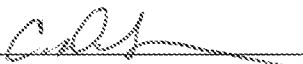
By: 

Name: David Gassko

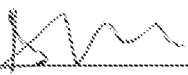
Title: Vice President

ADMINISTRATIVE AGENT:

BNP PARIBAS,  
as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title:

Claudia DeSimio  
Director

By:   
Name: \_\_\_\_\_  
Title:

Daniel Mancini  
Vice President

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

**I. Registered Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>WHISPS</b>	USA	4761966	06/23/2015
WHISPS	Australia	1768958	11/30/2016
WHISPS	Canada	TMA1013383	1/18/2019
WHISPS in Chinese 威诗 (Wei SHI)	China	20959947	10/7/2017
WHISPS	China	20959948	10/7/2017
WHISPS	Japan	5899450	11/2/2016
WHISPS	Mexico	1741125	4/10/2017
WHISPS	Singapore	40201608193W	9/30/2016

**II. Pending Applications for Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Application/Serial Number</b>	<b>Application Date</b>
WHISPS	Dominican Republic	E2018-41755	