

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM530822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		07/03/2019	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	NC Brands L.P.		
Street Address:	40 Richards Avenue, Suite 200		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4240145	DE FLEA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	1-212-318-6565		
Email:	emilycollins@paulhastings.com		
Correspondent Name:	Emily Collins		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Emily Collins		
SIGNATURE:	/s/ Emily Collins		
DATE SIGNED:	07/08/2019		
Total Attachments: 3			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (the “Release”) is made and effective as of July 3, 2019 and granted by BARCLAYS BANK PLC, as collateral agent for the Secured Parties (the “Collateral Agent”), under the Intellectual Property Security Agreement, dated as of January 28, 2019, by the Grantors party thereto in favor of the Collateral Agent (the “IP Security Agreement”), in favor of NC BRANDS L.P. (the “Grantor”) and its successors, assigns and legal representatives. Reference is made to (i) the ABL Credit Agreement, dated as of August 26, 2015 (the “Credit Agreement”), by and among Kronos Acquisition Intermediate Inc., a Delaware corporation (the “Holdings”), Kronos Acquisition Holdings Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and the Collateral Agent and (ii) the ABL Loan Pledge and Security Agreement, dated as of August 26, 2015 (the “Security Agreement”), among Holdings, Borrower, the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have meanings assigned to such terms in the Credit Agreement and the Security Agreement, as applicable.

WHEREAS, pursuant to the IP Security Agreement, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Released Mark (as defined below);

WHEREAS, pursuant to the IP Security Agreement, a security interest in the Release Mark was filed with the United States Patent and Trademark Office on January 28, 2019 at Reel/Frame 6544/0017.

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Released Mark pursuant to the IP Security Agreement.

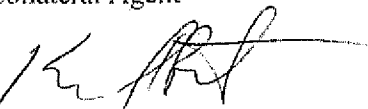
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in the trademark referred to on Exhibit A hereto (the “Released Mark”) and any and all royalties, fees, income, payments, liabilities and other proceeds now or hereafter due or payable with respect to the Released Mark; and
2. Authorization to Record. Collateral Agent authorizes the filing and recordation of this Release at the United States Patent and Trademark Office by the Grantor and its legal representatives and/or designees.
3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: **Komal Ramkirath**
Title: **Assistant Vice President**

[Signature page to Release of Intellectual Property Security Interest]

EXHIBIT A

Owner Name	Registration Number	Trademark
NC BRANDS L.P.	4240145	DE FLEA