TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM530818 Stylesheet Version v1.2

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:

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: 1-212-318-6565

emilycollins@paulhastings.com Email:

Emily Collins Correspondent Name: Address Line 1: 200 Park Ave

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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> **TRADEMARK** REEL: 006694 FRAME: 0437

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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 Term Loan Agreement, dated as of August 26, 2015, (the "Credit Agreement"), by and among Kronos Acquisition Intermediate Inc., a Delaware corporation ("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 Term 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 6543/0479.

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. <u>Authorization to Record</u>. 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]

TRADEMARK
REEL: 006694 FRAME: 0438

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

Ńame:

Title:

Komal Ramkirath 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

LEGAL_US_E # 142643254.1

RECORDED: 07/08/2019

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