

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hayfin Services LLP		10/01/2019	Limited Liability Partnership: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Crown Laboratories, Inc.		
Street Address:	349 Lafe Cox Drive		
City:	Johnson City		
State/Country:	TENNESSEE		
Postal Code:	37604		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4470484	ALA-QUIN	
Registration Number:	4470486	ALA-SCALP	
Registration Number:	4860732	ALA-QUIN	
Registration Number:	5082708	ALA-SCALP	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	29693.32		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz, Esq./		
DATE SIGNED:	10/02/2019		
Total Attachments: 4			

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PARTIAL RELEASE OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Partial Release"), dated as of October 1, 2019, is made by HAYFIN SERVICES LLP, as administrative agent for the Lenders (as defined below) under the Credit Agreement referred to below (together with its successors, transferees or assignees, the "Assignor"), in favor of CROWN LABORATORIES, INC., a Delaware corporation ("Assignee") with offices located at 349 Lafe Cox Drive, Johnson City, Tennessee 37604.

W I T N E S S E T H:

WHEREAS, the Assignee and the Assignor are parties to that certain Credit Agreement, dated as of September 16, 2015 (the "Original Credit Agreement") by and among the Assignee, as the borrower, the lenders party thereto and the Assignor, as amended and restated, including by that certain Third Amended and Restated Credit Agreement and Guaranty, dated as of November 30, 2018 (as further amended or otherwise modified from time to time, the "Credit Agreement"), by and among Crown Laboratories Holdings, Inc., Crown Holdings Interco LLC, the Assignee, as the borrower, the lenders party thereto (each a "Lender" and collectively, the "Lenders") and the Assignor (the Lenders and the Assignor, collectively, the "Secured Parties"), pursuant to which the Lenders have made loans to the Assignee;

WHEREAS, in connection with the Original Credit Agreement, the Assignee executed and delivered the Trademark Security Agreement, dated as of September 16, 2015 (the "Trademark Security Agreement") and granted to the Assignor, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined therein) to secure all Obligations;

WHEREAS, pursuant to the Credit Agreement, the Assignee executed and delivered the Amended and Restated Trademark Security Agreement, dated as of February 19, 2019 (the "Amended and Restated Trademark Security Agreement") and granted to the Assignor, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined therein) to secure all Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 21, 2015 at Reel 5627 / Frame 0102, and the Amended and Restated Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 20, 2019 at Reel 6568 / Frame 0137; and

WHEREAS, the Assignee has requested that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral listed on Schedule A (the "Released Collateral").

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Amended and Restated Trademark Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Termination and Release. The Assignor hereby, without representation, warranty or recourse of any kind, (i) terminates, releases and discharges fully, its continuing lien on and continuing security interest in and to all right, title and interest in, to and under the Released Collateral and (ii) reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Released Collateral. The Assignor's continuing lien on and continuing security interest in and to all right, title and interest in, to and under the Trademark Collateral (other than the Released Collateral) shall be unaffected by this Partial Release.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

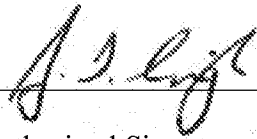
SECTION 4. Further Assurances. The Assignor hereby agrees to duly execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or its agents or designees) reasonably request, at the Assignee's sole cost and expense, in order to confirm this Partial Release and the Assignee's right, title and interest in the Released Collateral.

SECTION 5. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.



[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Partial Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

HAYFIN SERVICES LLP, as
administrative agent for the Lenders under
the Credit Agreement

By:  _____
Title: Authorised Signatory

SCHEDULE A

Mark Name	Country	Application Number	Filed Date	Registration Number	Registration Date	Status	Renewal Due Date	Class Description
ALA-QUIN	United States of America	85/960,210	06-14-2013	4470484	01-21-2014	Registered	01-21-2024	5 - Prescription skin cream for the treatment of fungal infections
ALA-SCALP	United States of America	85/960,219	06-14-2013	4470486	01-21-2014	Registered	01-21-2024	5 - Prescription skin cream for the treatment of skin irritations
	United States of America	86/387,807	09-08-2014	4860732	11-24-2015	Registered	11-24-2025	5 - Prescription skin cream for the treatment of fungal infections
	United States of America	86/410,647	09-30-2014	5082708	11-15-2016	Registered	11-15-2026	5 - Prescription skin cream for the treatment of skin irritations