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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM593225

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		08/20/2020	Public Limited Company: UNITED KINGDOM

### **RECEIVING PARTY DATA**

Name:	CBI LABORATORIES, INC.	
Street Address:	4201 DIPLOMACY RD.	
City:	FT. WORTH	
State/Country:	TEXAS	
Postal Code:	76155	
Entity Type:	Corporation: DELAWARE	
Name:	MARIETTA CORPORATION	
Street Address:	37 HUNTINGTON ST.	
City:	CORTLAND	
State/Country:	NEW YORK	
Postal Code:	13045	
Entity Type:	Corporation: NEW YORK	

#### **PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2304794	AMRENEW
Registration Number:	2265970	BODY RITUALS
Registration Number:	3099489	BOTANICAL BIO-PEPTIDE CONCENTRATE
Registration Number:	2289140	BOTANICAL LUXURIES
Registration Number:	2499560	CELLUFIRM
Registration Number:	2300668	CREATIVE BEAUTY INNOVATIONS
Registration Number:	1823542	CREDENTIALS
Registration Number:	2291574	EYE INTENSIVE 20
Registration Number:	2288227	GOLDEN OIL
Registration Number:	3084474	GRAPE WINE PEEL
Registration Number:	3363764	OPTIONS RX
Registration Number:	2302818	PMCLEAN
Registration Number:	3066918	SHIO DORO
	•	TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	2289139	SKIN SOURCES
Registration Number:	2219188	SPA BALANCE
Registration Number:	2448437	AROMAE
Registration Number:	4518675	ASTOR AND COOPER
Registration Number:	4518678	ASTOR AND COOPER NEW YORK
Registration Number:	2304271	FOR YOU. FOR THE EARTH.
Registration Number:	1701293	FRESH 'N' MINTY
Registration Number:	1659351	LORD & MAYFAIR
Registration Number:	4386531	MARIETTA
Registration Number:	3971305	PAYA
Registration Number:	2168558	PROTERRA
Registration Number:	3172120	SERENE ELEMENTS
Registration Number:	5049967	SPA 360
Registration Number:	2340436	
Registration Number:	1898492	SUN & SAND

#### **CORRESPONDENCE DATA**

**Fax Number:** 3105572193

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:** 310-557-2900

Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	47245.017 TL 2019
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	08/20/2020

#### **Total Attachments: 8**

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#### **Partial Release of Security Interest in Intellectual Property**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Partial Release") is entered into as of August 20, 2020 by Barclays Bank PLC, as collateral agent (the "Collateral Agent" or the "Assignee") for the lenders party to that Term Loan Agreement (2019), dated as of January 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time the "Credit Agreement"), among Kronos Acquisition Intermediate Inc., as Holdings, Kronos Acquisition Holdings Inc., as the Top Borrower (the "Top Borrower"), each other borrower party thereto, each lender from time to time party thereto, and Collateral Agent, as the administrative agent.

WHEREAS, pursuant to the terms and conditions of that certain Term Loan Pledge and Security Agreement (2019), dated as of January 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified immediately prior to the date hereof, the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or IP Security Agreement as applicable), Marietta Corporation, a New York corporation and CBI Laboratories, Inc., a Delaware corporation (the "Assignors") granted to the Assignee a continuing security interest in and lien on all of its right, title and interest in and to the IP Collateral;

WHEREAS, reference is made to that certain Intellectual Property Security Agreement (2019) dated January 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified immediately prior to the date hereof, the "IP Security Agreement"), which granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all of the right, title and interest of the Assignors (or the relevant predecessor in interest, as applicable) in and to the IP Collateral (as defined in the IP Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule A hereto; each Patent registration and application referred to in Schedule B hereto; and each Copyright registration referred to in Schedule C hereto:

WHEREAS, such IP Security Agreement was recorded with the Trademark division of the USPTO on January 28, 2019 in Reel 6543 Frame 0948;

WHEREAS, such IP Security Agreement was recorded with the Patent division of the USPTO on January 28, 2019 in Reel 048180 Frame 0101;

WHEREAS, such IP Security Agreement was recorded with the United States Copyright Office on January 28, 2019 at Volume 9969, Doc. No. 827; and

WHEREAS, the Top Borrower has requested pursuant to Article 8 of the Credit Agreement and Section 7.12 of the Security Agreement that the Collateral Agent execute and deliver this Partial Release to evidence and acknowledge the termination and release of the security interest in and lien on the IP Collateral solely listed on Schedule A, Schedule B and Schedule C hereto.

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

Section 1. <u>Partial Release of Security Interest in IP Collateral</u>. The Collateral Agent hereby terminates and releases and acknowledges the termination and release of any and all security interests it has in or against the IP Collateral listed on Schedule A, Schedule B and Schedule C

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hereto. For the avoidance of doubt, this Partial Release does not terminate or release the Collateral Agent's security interest in and lien on the IP Collateral not listed on <u>Schedule A</u>, <u>Schedule B</u> or <u>Schedule C</u> hereto.

Section 2. <u>Recordation of Partial Release</u>. The Collateral Agent hereby authorizes and requests that the USPTO record this Partial Release.

Section 3. *Governing Law*. This Partial Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be executed by its duly authorized representative:

BARCLAYS BANK PLC, as Collateral Agent

By:

Name:

Title:

**Arvind Admal** 

Vice President

[Signature Page to Partial Release]

## Schedule A

# **Trademarks**

Owner	Trademark	Application No.	Registration No.	Registration Date
CBI Laboratories, Inc.	AMRENEW amrenew	75456009	2304794	Dec 28 1999
CBI Laboratories, Inc.	BODY RITUALS BODY RITUALS	75185563	2265970	Aug 3 1999
CBI Laboratories, Inc.	BOTANICAL BIO- PEPTIDE CONCENTRATE	78395198	3099489	May 30 2006
CBI Laboratories, Inc.	BOTANICAL LUXURIES  BOTANICAL LUXURIES	74678046	2289140	Oct 26 1999
CBI Laboratories, Inc.	CELLUFIRM	75820952	2499560	Oct 23 2001
CBI Laboratories, Inc.	CREATIVE BEAUTY INNOVATIONS  CREATIVE BEAUTY INNOVATIONS	75417566	2300668	Dec 14 1999
CBI Laboratories, Inc.	CREDENTIALS	74308738	1823542	Feb 22 1994
CBI Laboratories, Inc.	EYE INTENSIVE 20 EYE INTENSIVE 20	75456012	2291574	Nov 9 1999
CBI Laboratories, Inc.	GOLDEN OIL GOLDEN OIL	75417689	2288227	Oct 19 1999
CBI Laboratories, Inc.	GRAPE WINE PEEL	78395195	3084474	Apr 25 2006

Owner	Trademark	Application No.	Registration No.	Registration Date
CBI Laboratories, Inc.	OPTIONS RX OPTIONS RX	78920161	3363764	Jan 1 2008
CBI Laboratories, Inc.	PMCLEAN  PMCLEAN	75456010	2302818	Dec 21 1999
CBI Laboratories, Inc.	SHIO DORO	78395188	3066918	Mar 7 2006
CBI Laboratories, Inc.	SKIN SOURCES  SKIN SOURCES	74678039	2289139	Oct 26 1999
CBI Laboratories, Inc.	SPA BALANCE	75012067	2219188	Jan 19 1999
Marietta Corporation	AROMAE AROMAE	75819773	2448437	May 1 2001
Marietta Corporation	ASTOR AND COOPER	85778260	4518675	Apr 22 2014
Marietta Corporation	ASTOR AND COOPER NEW YORK (Stylized)  ASTOR COOPER	85779576	4518678	Apr 22 2014
Marietta Corporation	FOR YOU. FOR THE EARTH.  FOR YOU. FOR THE EARTH.	75615092	2304271	Dec 28 1999
Marietta Corporation	FRESH 'N' MINTY	74029251	1701293	Jul 21 1992
Marietta Corporation	LORD & MAYFAIR & (Stylized)  Lord & Mayfai	74025184	1659351	Oct 8 1991

Owner	Trademark	Application No.	Registration No.	Registration Date
Marietta Corporation	MARIETTA Marietta	85651984	4386531	Aug 20 2013
Marietta Corporation	PAYA PAYA	77846297	3971305	May 31 2011
Marietta Corporation	PROTERRA	75230717	2168558	Jun 23 1998
Marietta Corporation	SERENE ELEMENTS	78436236	3172120	Nov 14 2006
Marietta Corporation	SPA 360 SPA 360	85652919	5049967	Sep 27 2016
Marietta Corporation	Design Only	75595572	2340436	Apr 11 2000
Marietta Corporation	SUN & SAND	74516739	1898492	Jun 13 1995

## Schedule B

## **Patents**

Title	Application Date	Application No.	Registration Date	Registration No.	Country	Owner
	1/29/2016	29/553280	10/9/2018	D830629	United	MARIETTA
SOAP					States of America	CORPORAT ION <sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Formally owned by KIK Custom Products, Inc.

## Schedule C

## **Copyrights**

Title	Registration Date	Registration No.	Country	Owner
Sun & Sand	1/23/1991	TX000301323	United States of America	MARIETTA CORPORATION