

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kano Laboratories LLC		11/19/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 S Tryon Street		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3847311	KANO	
Registration Number:	3778084	SILIKROIL	
Registration Number:	3778085	THE OIL THAT CREEPS	
Registration Number:	3777368	PENEPHITE	
Registration Number:	3777369	KREEN	
Registration Number:	3777370	FLOWAY	
Registration Number:	2892387	KANO LABORATORIES, INC.	
Registration Number:	2708939	AEROKROIL	
Registration Number:	2708940	KROIL	
Registration Number:	2755340	KANO LABORATORIES, INC.	
Registration Number:	2755341	KANO LABORATORIES, INC.	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco Winston & Strawn LLP		

CH \$290.00 3847311

Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Laura M. Franco

SIGNATURE: /Laura M. Franco/

DATE SIGNED: 11/19/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of November 19, 2020, is made by Kano Laboratories LLC (“**Grantor**”) in favor of Barings Finance LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of November 19, 2020 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among KLI Midco LLC, a Delaware limited liability company (“**Holdings**”), Kano Laboratories LLC, a Delaware limited liability company (the “**Company**”, together with any other Person joining the Credit Agreement from time to time that is designated as a “**Borrower**” pursuant to Section 5.11 of the Credit Agreement or otherwise, individually, a “**Borrower**” and, collectively and jointly and severally, the “**Borrowers**”), the other Credit Parties party thereto from time to time, Agent and the Lenders party thereto from time to time, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follow.]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KANO LABORATORIES LLC,
a Delaware limited liability company

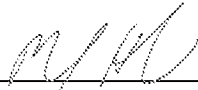
By: 
Name: Sevan Demirdogen
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007110 FRAME: 0504

ACCEPTED AND AGREED
as of the date first above written:

BARINGS FINANCE LLC, as Agent

By:  _____

Name: Mark Hindson

Title: Managing Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007110 FRAME: 0505

SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Current Owner of Record	Trademark	Jurisdiction	Serial No.	Registration No.	Filing Date	Registration Date
KANO LABORATORIES LLC	KANO	U.S. Federal	77850535	3847311	10/16/2009	9/14/2010
KANO LABORATORIES LLC	SILIKROIL	U.S. Federal	77844200	3778084	10/8/2009	4/20/2010
KANO LABORATORIES LLC	THE OIL THAT CREEPS	U.S. Federal	77844205	3778085	10/8/2009	4/20/2010
KANO LABORATORIES LLC	PENEPHITE	U.S. Federal	77814123	3777368	8/27/2009	4/20/2010
KANO LABORATORIES LLC	KREEN	U.S. Federal	77814135	3777369	8/27/2009	4/20/2010
KANO LABORATORIES LLC	FLOWAY	U.S. Federal	77814140	3777370	8/27/2009	4/20/2010
KANO LABORATORIES LLC	KANO LABORATORIES, INC.	U.S. Federal	76388810	2892387	3/27/2002	10/12/2004
KANO LABORATORIES LLC	AEROKROIL	U.S. Federal	76384550	2708939	3/20/2002	4/22/2003
KANO LABORATORIES LLC	KROIL	U.S. Federal	76384551	2708940	3/20/2002	4/22/2003
KANO LABORATORIES LLC	KANO LABORATORIES, INC.	U.S. Federal	76384561	2755340	3/20/2002	8/26/2003
KANO LABORATORIES LLC	KANO LABORATORIES, INC.	U.S. Federal	76384562	2755341	3/20/2002	8/26/2003

2. TRADEMARK APPLICATIONS

None.