

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609743

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

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:

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: 4155911000

Email: TrademarksCH@winston.com

TRADEMARK

Correspondent Name: Laura M. Franco, Winston & Strawn LLP
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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THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL SENIOR DEBT, AS DEFINED IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE CLOSING DATE (AS THE SAME MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**FIRST LIEN INTERCREDITOR AGREEMENT**”), BY AND AMONG BARINGS FINANCE LLC, AS SENIOR AGENT (AS DEFINED THEREIN), BARINGS FINANCE LLC, AS SUBORDINATED AGENT (AS DEFINED THEREIN), THE SUBORDINATED LENDERS (AS DEFINED THEREIN), AND THE CREDIT PARTIES AND EACH OTHER OBLIGOR THEREUNDER, AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED, TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE FIRST LIEN INTERCREDITOR AGREEMENT.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN 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 collateral agent (in such capacity, together with its successors and permitted assigns, “**Second Lien Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second 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, the Second Lien Collateral 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 Second Lien Guaranty and Security Agreement of even date herewith in favor of the Second Lien Collateral 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 and Second Lien Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Second Lien Collateral 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 Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to Second Lien Collateral

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 Second Lien Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Second Lien Collateral 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.

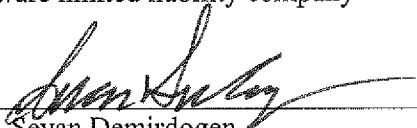
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

7. First Lien Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the First Lien Intercreditor Agreement.

[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.

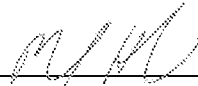
KANO LABORATORIES LLC,
a Delaware limited liability company

By: 
Name: Sevan Demirdogen
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BARINGS FINANCE LLC,
as Collateral Agent

By:  _____
Name: Mark Hindson
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007110 FRAME: 0544

SCHEDULE I
TO
SECOND 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.