

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Bank USA, as the Retiring Collateral Agent		02/24/2021	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acquiom Agency Services LLC, as the Successor Collateral Agent		
<b>Street Address:</b>	150 South 5th Street, Suite 2600		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2291333	BEAUTISEAL	
Registration Number:	2594951	BEAUTITOUCH	
Registration Number:	2289332	POWDATOUCH	
Registration Number:	1649216	COLOR PRELUDE	
Registration Number:	3146305	KISS-A-PEEL	
Registration Number:	2221966	SMELL THE TASTE	
Registration Number:	2989953	BEAUTIDUET	
Registration Number:	2989952	BEAUTIPAK	
Registration Number:	1930422	DISCOVER	
Registration Number:	2468163	LIPSEAL	
Registration Number:	3948705	BEAUTIPOD	
Registration Number:	913585	MICROFRAGRANCE	
Registration Number:	1257538	SCENTSTRIP	
Registration Number:	2290443	LIQUATOUCH	
Registration Number:	2300214	LIQI-SEAL	
Registration Number:	3763581	MAGNISCENT	
Registration Number:	3815156	CLEAR TOUCH	
Registration Number:	2263695	SHADESEAL	
Registration Number:	3971345	SCENTALKER	
<b>TRADEMARK</b>			

OP \$740.00 2291333

Property Type	Number	Word Mark
Registration Number:	2078154	ARCADE
Registration Number:	4362262	PRESCENT
Registration Number:	3975501	SCENTFX
Registration Number:	2780432	SELECTASHADE
Registration Number:	1928276	ARCADE
Registration Number:	1613883	VIALPAQ
Registration Number:	1507471	MAGPAQ
Registration Number:	2258515	MAILPAQ
Registration Number:	2197961	SAMPLING SOLUTIONS WORLDWIDE
Registration Number:	3574424	MASCARAPAQ

**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:** 800-494-5225

**Email:** ipteam@coagencyglobal.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL Inc.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1334587 TM ACQ

**NAME OF SUBMITTER:** Karen S. Cottrell

**SIGNATURE:** /Karen S. Cottrell/

**DATE SIGNED:** 03/01/2021

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “Assignment”) is made and entered into as of February 24, 2021, by Goldman Sachs Bank USA (“Goldman”), as the retiring collateral agent (in such capacity, “Assignor”), in favor of Acquiom Agency Services LLC (“Acquiom”), as the successor collateral agent (in such capacity, “Assignee”).

### W I T N E S S E T H

WHEREAS, Assignor is party to that certain First Lien U.S. Security Agreement, dated as of September 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Tripolis Holdings S.à r.l., Tripolis Holdings GP S.à r.l., Tripolis Intermediate Holdings S.C.A., Tripolis US LLC, Bioplan USA, Inc., the other grantors party thereto and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Grant of Security Interest in Trademark Rights, dated as of September 23, 2014, made by AKI, Inc. and Le Papillon, Ltd., as grantors (collectively, the “Grantors”), in favor of Assignor, which was recorded with the United States Patent and Trademark Office on **September 30, 2014** at **Reel/Frame No. 5371/0112** (the “Trademark Security Agreement”), the Grantors have granted to Assignor a continuing security interest in, and lien on, all of their right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement and including, without limitation, the items set forth in Schedule A hereto);

WHEREAS, pursuant to that certain Successor First Lien Agent Agreement, dated as of February 24, 2021 (the “Agency Assignment Agreement”), by and among Tripolis Holdings S.à r.l., Tripolis Intermediate Holdings S.C.A., Bioplan USA, Inc., Tripolis US LLC, Seaport Loan Products LLC (“Seaport”), Acquiom, Goldman, certain other Credit Parties party thereto and certain Lenders party thereto, Goldman has resigned as administrative and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Credit Documents (as defined in the Security Agreement), and Seaport and Acquiom have assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Goldman as co-administrative agents thereunder and Acquiom has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Goldman as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement, unless a different agreement is expressly specified herein as containing the relevant definition.
2. Assignment. Assignor hereby transfers, assigns, grants, conveys and delivers to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.
3. Recordation. Effective upon the date first written above, Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the successor collateral agent for the Secured Parties in the Collateral.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date above first written.

**ASSIGNOR:**

**GOLDMAN SACHS BANK USA,**  
as the retiring collateral agent

By: \_\_\_\_\_  
Name: Luke Qu  
Title: Authorized Signatory

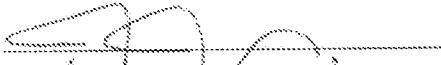
**ACCEPTED AND AGREED**

as of the date above first written:

**ASSIGNEE:**

**ACQUIOM AGENCY SERVICES LLC,**

as the successor collateral agent

By: 

Name: *Joshua S. James*

Title: *Senior Director*

SCHEDULE A  
TO  
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

[See attached.]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Owner</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Trademark</b>
AKI, Inc.	75/223162	2291333	BEAUTISEAL
AKI, Inc.	75/801799	2594951	BEAUTTOUCH
AKI, Inc.	75/318614	2289332	POWDATOUCH
AKI, Inc.	73/768253	1649216	COLOR PRELUDE
AKI, Inc.	78/378865	3146305	KISS-A-PEEL
AKI, Inc.	75/223,160	2221966	SMELL THE TASTE
AKI, Inc.	76/389260	2989953	BEAUTIPAK
AKI, Inc.	76/389259	2989952	BEAUTIPAK
AKI, Inc.	74/368319	1930422	DISCOVER
AKI, Inc.	75/530810	2468163	LIPSEAL
AKI, Inc.	77/864701	3948705	BEAUTIPOD
AKI, Inc.	72/364199	913585	MICROFRAGRANCE
AKI, Inc.	73/364064	1257538	SCENTSTRIP
AKI Inc.	75/304811	2290443	LIQUATOUCH



Owner	Appl. No.	Reg. No.	Trademark
AKI Inc.	75/077920	2300214	LIQI-SEAL
AKI Inc.	77/046453	3763581	MAGNISCENT
AKI Inc.	77/575546	3815156	CLEAR TOUCH
AKI Inc.	75/385865	2263695	SHADESEAL
AKI Inc.	77/864264	3971345	SCENTALKER
AKI Inc.	75/976095	2078154	ARCADE
AKI Inc.	85/601780	4362262	PRESCENT
AKI Inc.	77/946858	3975501	SCENTFX
AKI Inc.	76/389262	2780432	SELECTASHADE
AKI Inc.	74/598794	1928276	ARCADE
Le Papillon, Ltd.	73/825096	1613883	VIALPAQ
Le Papillon, Ltd.	73/655019	1507471	MAGPAQ
Le Papillon, Ltd.	75/304163	2258515	MAILPAQ
Le Papillon, Ltd.	75/342068	2197961	SAMPLING SOLUTIONS WORLDWIDE
Le Papillon, Ltd.	76/690937	3574424	MASCARAPAQ

TRADEMARK

REEL: 007206 FRAME: 0606

RECORDED: 03/01/2021