

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628958

|   |   |                       |                     |
|---|---|-----------------------|---------------------|
| <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>  |
| Credit Suisse AG, Cayman Islands Branch, as the retiring collateral agent |   | 02/24/2021            | Bank: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                     |
| <b>Name:</b>  | Wilmington Trust, National Association, as the successor collateral agent |                       |                     |
| <b>Street Address:</b>  | 50 South Sixth Street, Suite 1290   |                       |                     |
| <b>City:</b>  | Minneapolis   |                       |                     |
| <b>State/Country:</b>   | MINNESOTA   |                       |                     |
| <b>Postal Code:</b>   | 55402   |                       |                     |
| <b>Entity Type:</b>   | Bank: UNITED STATES   |                       |                     |
| <b>PROPERTY NUMBERS Total: 29</b>   |   |                       |                     |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>   | 2291333   | BEAUTISEAL            |                     |
| <b>Registration Number:</b>   | 2594951   | BEAUTITOUCH           |                     |
| <b>Registration Number:</b>   | 2289332   | POWDATOUCH            |                     |
| <b>Registration Number:</b>   | 1649216   | COLOR PRELUDE         |                     |
| <b>Registration Number:</b>   | 3146305   | KISS-A-PEEL           |                     |
| <b>Registration Number:</b>   | 2221966   | SMELL THE TASTE       |                     |
| <b>Registration Number:</b>   | 2989953   | BEAUTIDUET            |                     |
| <b>Registration Number:</b>   | 2989952   | BEAUTIPAK             |                     |
| <b>Registration Number:</b>   | 1930422   | DISCOVER              |                     |
| <b>Registration Number:</b>   | 2468163   | LIPSEAL               |                     |
| <b>Registration Number:</b>   | 3948705   | BEAUTIPOD             |                     |
| <b>Registration Number:</b>   | 913585  | MICROFRAGRANCE        |                     |
| <b>Registration Number:</b>   | 1257538   | SCENTSTRIP            |                     |
| <b>Registration Number:</b>   | 2290443   | LIQUATOUCH            |                     |
| <b>Registration Number:</b>   | 2300214   | LIQI-SEAL             |                     |
| <b>Registration Number:</b>   | 3763581   | MAGNISCENT            |                     |
| <b>Registration Number:</b>   | 3815156   | CLEAR TOUCH           |                     |
| <b>Registration Number:</b>   | 2263695   | SHADESEAL             |                     |

OP \$740.00 2291333

| Property Type        | Number  | Word Mark                    |
|----------------------|---------|------------------------------|
| Registration Number: | 3971345 | SCENTALKER                   |
| 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:** 202-370-4750

**Email:** ipteam@cogencyglobal.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

|                                |                     |
|--------------------------------|---------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 1334587 08          |
| <b>NAME OF SUBMITTER:</b>      | Karen S. Cottrell   |
| <b>SIGNATURE:</b>              | /Karen S. Cottrell/ |
| <b>DATE SIGNED:</b>            | 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 Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as the retiring collateral agent (in such capacity, “Assignor”), in favor of Wilmington Trust, National Association (“Wilmington Trust”), 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 Second 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 Second Lien 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 **October 1, 2014** at **Reel/Frame No. 5372/0055** (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 Second 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., Credit Suisse, Wilmington Trust, certain other Credit Parties party thereto and certain Lenders party thereto, Credit Suisse 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 Wilmington Trust has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Credit Suisse as administrative and 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:**

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH**, as the retiring collateral agent

By: *megan kane*

Name: Megan Kane

Title: Authorized Signatory

By: *Ranjit Lakhanpal*

Name: Ranjit Lakhanpal

Title: Authorized Signatory

**ACCEPTED AND AGREED**  
as of the date above first written:

**ASSIGNEE:**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as the successor collateral agent

By:   
Name: \_\_\_\_\_  
Title: Jeffery Rose  
Vice President

SCHEDULE A  
TO  
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

[See attached.]

**SCHEDULE A**

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

| Owner     | Appl. No.  | Reg. No. | Trademark       |
|-----------|------------|----------|-----------------|
| AKI, Inc. | 75/223162  | 2291333  | BEAUTISEAL      |
| AKI, Inc. | 75/801799  | 2594951  | BEAUTITOUCH     |
| 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                   |