

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEROFIL TECHNOLOGY, INC.		05/31/2022	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3914247	AEROFIL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2024547625		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Julia Birgen		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1698410		
NAME OF SUBMITTER:	Margot Tolley		
SIGNATURE:	/Margot Tolley/		
DATE SIGNED:	06/01/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 31, 2022, (this “Agreement”), by the GRANTORS set forth on the signature page hereto (each, a “Grantor”), in favor of UBS AG, Stamford Branch (“UBS”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to (i) that certain US Pledge and Security Agreement, dated as of December 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent and (ii) that certain Credit Agreement, dated as of December 21, 2018 (as amended by Incremental Amendment (Amendment No. 1 to Credit Agreement), dated as of August 22, 2019, Amendment No. 2 to Credit Agreement, dated as of September 25, 2019, Incremental Amendment (Amendment No. 3 to Credit Agreement), dated as of January 23, 2020, Refinancing Amendment (Amendment No. 4 to Credit Agreement), dated as of January 29, 2020, Incremental Amendment (Amendment No. 5 to Credit Agreement), dated as of April 30, 2020, Refinancing and Incremental Amendment (Amendment No. 6 to Credit Agreement), dated as of July 28, 2020, Consent to Credit Agreement (Amendment No. 7 to Credit Agreement), dated as of September 29, 2020, Incremental Amendment (Amendment No. 8 to Credit Agreement), dated as of December 4, 2020, Incremental Amendment (Amendment No. 9 to Credit Agreement), dated as of January 27, 2021, Incremental Amendment (Amendment No. 10 to Credit Agreement), dated as of February 24, 2021, Amendment No. 11 to Credit Agreement, dated as of March 17, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, kdc/one Development Corporation, Inc. (formerly known as Knowlton Development Corporation Inc.), a corporation duly amalgamated under the laws of the Province of British Columbia (the “Canadian Borrower”), KDC US Holdings, Inc., a Virginia corporation (the “US Borrower” and, together with the Canadian Borrower, collectively, the “Borrowers”), Knowlton Development Corporation, Inc., a corporation resulting from the amalgamation of Knowlton Development Holdco, Inc. and Knowlton Development Parent, Inc. and duly amalgamated under the laws of the Province of British Columbia, as Holdings, the Lenders and Issuing Banks from time to time party thereto and UBS AG, Stamford Branch, as administrative agent for the Lenders and Issuing Banks, and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Trademark Collateral”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;

D. the right to sue third parties for past, present and future infringements of any Trademark; and

E. all proceeds of and rights associated with the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon each Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

SECTION 5. Governing Law. This Agreement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. Miscellaneous. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

AEROFIL TECHNOLOGY, INC.

By: 
Name: Nicolas Beugnot
Title: Corporate Secretary

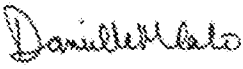
[SIGNATURE PAGE -- TRADEMARK SECURITY AGREEMENT (AEROFIL)]


TRADEMARK
REEL: 007740 FRAME: 0034

ACKNOWLEDGED AND ACCEPTED:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By: 
Name: Daniella Calc
Title: Associate Director

By: 
Name: Houssein Daly
Title: Director

SCHEDULE I

Trademark	Status	Application Date	Application No.	Registration Date	Registration Number	Owner of Record
AEROFIL	Registered	6/22/2012	85068756	2/1/2011	3914247	Aerofil Technology, Inc.