

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKI, Inc.		03/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as the Collateral Agent		
Street Address:	150 South 5th Street, Suite 2600		
Internal Address:	[Takeback Credit Facility]		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6207610	ABEO	
Registration Number:	6348389	AB ARCADE BEAUTY	
Registration Number:	6348390	AB ARCADE BEAUTY A CENTURY OF DISCOVERIE	
Registration Number:	5643794	AB	
Registration Number:	5187139	A CENTURY OF DISCOVERIES	
Registration Number:	5182209	ARCADE BEAUTY	
Registration Number:	3948705	BEAUTIPOD	
Registration Number:	3146305	KISS-A-PEEL	
Registration Number:	2780432	SELECTASHADE	
Registration Number:	2468163	LIPSEAL	
Registration Number:	2263695	SHADESEAL	
Registration Number:	2290443	LIQUATOUCH	
Registration Number:	2291333	BEAUTISEAL	
Registration Number:	2078154	ARCADE	
Registration Number:	1928276	ARCADE	
Registration Number:	1930422	DISCCOVER	
Registration Number:	1849234	SCENT SEAL	
Registration Number:	1257538	SCENTSTRIP	

OP \$490.00 6207610

Property Type	Number	Word Mark
Registration Number:	913585	MICROFRAGRANCE
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:	2023704750	
Email:	ipteam@cogencyglobal.com	
Correspondent Name:	Rodney Boulware	
Address Line 1:	1025 Connecticut Ave NW, Suite 712	
Address Line 2:	COGENCY GLOBAL INC.	
Address Line 4:	Washington, D.C. 20036	
ATTORNEY DOCKET NUMBER:	1932206 TM T	
NAME OF SUBMITTER:	Karen S. Cottrell	
SIGNATURE:	/Karen S. Cottrell/	
DATE SIGNED:	03/08/2023	
Total Attachments: 5		
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 8, 2023, is made by AKI, Inc., a Delaware corporation (the “Grantor”), in favor of ACQUIOM AGENCY SERVICES LLC (“Acquiom”), as collateral agent (in such capacity, the “Collateral Agent”) for the lenders party to the Takeback Credit Agreement from time to time (the “Lenders”), dated as of March 8, 2023 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TRIPOLIS HOLDINGS S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*) (“Holdings”), TRIPOLIS INTERMEDIATE HOLDINGS S.C.A., a Luxembourg partnership limited by shares (*société en commandite par actions*), BIOPLAN USA, INC., a Delaware corporation (“Bioplan U.S.”), TRIPOLIS US LLC, a Delaware limited liability company (together with Bioplan U.S., the “Borrowers”), as borrowers, the Lenders, Acquiom and SEAPORT LOAN PRODUCTS LLC, as co-administrative agents, and the Collateral Agent. This Agreement amends and restates the Grant of Security Interest in Trademark Rights, dated as of February 24, 2021, by the Grantor and Le Papillon, LTD., a Delaware corporation, in favor of Acquiom, as collateral agent, in its entirety in the form hereof.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to extend credit to the Borrowers, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto have executed and delivered a U.S. Takeback Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to continue to extend credit under the Credit Agreement, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor does hereby grant a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark

Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the rights to payment, liens and security interests granted to the Collateral Agent pursuant to this Agreement and the Security Agreement are expressly subject to the rights granted in favor of the Priority Debt Secured Parties, including rights to payment, liens and security interests granted to Acquiom and Seaport, as Co-Administrative Agents, pursuant to or in connection with the Priority Credit Agreement, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder or under the Security Agreement is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement or the Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AKI, INC.,
as the Grantor

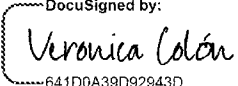


By: _____
Name: Jorge Garcia
Title: Treasurer, Chief Financial Officer and
Secretary

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007997 FRAME: 0169

ACQUIOM AGENCY SERVICES LLC,
as the Collateral Agent




By:  DocuSigned by:
Veronica Colón
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Name: Veronica Colón
Title: Senior Director

[Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations

Grantor	Trademark	Registration Date	Registration Number
AKI, Inc.	ABEO ABEO	11/24/2020	6207610
AKI, Inc.	AB ARCADE BEAUTY 	5/11/2021	6348389
AKI, Inc.	AB ARCADE BEAUTY A CENTURY OF DISCOVERIES 	5/11/2021	6348390
AKI, Inc.	AB 	1/1/2019	5643794
AKI, Inc.	A CENTURY OF DISCOVERIES	4/18/2017	5187139
AKI, Inc.	ARCADE BEAUTY	4/11/2017	5182209
AKI, Inc.	BEAUTIPOD	4/19/2011	3948705
AKI, Inc.	KISS-A-PEEL	9/19/2006	3146305
AKI, Inc.	SELECTASHADE	11/4/2003	2780432
AKI, Inc.	LIPSEAL	7/10/2001	2468163
AKI, Inc.	SHADESEAL	7/20/1999	2263695
AKI, Inc.	LIQUATOUCH	11/2/1999	2290443
AKI, Inc.	BEAUTISEAL	11/9/1999	2291333
AKI, Inc.	ARCADE	7/8/1997	2078154
AKI, Inc.	ARCADE	10/17/1995	1928276
AKI, Inc.	DISCOVER	10/31/1995	1930422
AKI, Inc.	SCENT SEAL	8/9/1994	1849234
AKI, Inc.	SCENTSTRIP	11/15/1983	1257538
AKI, Inc.	MICROFRAGRANCE	6/8/1971	913585