

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS INTELLECTUAL PROPERTY (REEL/FRAME 5372/0055)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		03/08/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AKI, Inc.
Street Address:	3800 Amnicola Highway
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37406
Entity Type:	Corporation: DELAWARE
Name:	Le Papillon, LTD.
Street Address:	550 Hadley Road
City:	South Plainfield
State/Country:	NEW JERSEY
Postal Code:	07080
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
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

OP \$740.00 2291333

Property Type	Number	Word Mark
Registration Number:	913585	MICROFRAGRANCE
Registration Number:	1257538	SCENTSTRIP
Registration Number:	2290443	LIQUATOUCH
Registration Number:	2300214	LIQI-SEAL
Registration Number:	3763581	MAGNISCENT
Registration Number:	3815156	CLEARTOUCH
Registration Number:	2263695	SHADESEAL
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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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:	1933348 TM A
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	03/10/2023

Total Attachments: 7

source=A #96684911v1 - (TR 2L FOR FILING 5372 0055)#page3.tif

source=A #96684911v1 - (TR 2L FOR FILING 5372 0055)#page4.tif

source=A #96684911v1 - (TR 2L FOR FILING 5372 0055)#page5.tif

source=A #96684911v1 - (TR 2L FOR FILING 5372 0055)#page6.tif

source=A #96684911v1 - (TR 2L FOR FILING 5372 0055)#page7.tif

source=A #96684911v1 - (TR 2L FOR FILING 5372 0055)#page8.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN TRADEMARKS INTELLECTUAL PROPERTY (this “Release”), dated as of March 8, 2023 (the “Effective Date”), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the benefit of the Secured Parties (the “Agent”), in favor of each grantor party identified on the signature page hereto (each a “Grantor” and together, the “Grantors”).

WHEREAS, pursuant to that certain Amended Second Lien U.S. Security Agreement, dated as of September 23, 2014 (as amended as of February 24, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Agent, the Grantors and certain other parties thereto, each Grantor granted to the Agent, in its capacity as collateral agent for the benefit of the Secured Parties, a security interest in, and lien on, certain collateral;

WHEREAS, pursuant to that certain Second Lien Grant of Security Interest in Trademark Rights, dated as of September 23, 2014 (the “Original Trademark Security Agreement”), made by each Grantor in favor of Credit Suisse AG, Cayman Islands Branch (the “Retired Agent”), which was recorded with the United States Patent and Trademark Office on October 1, 2014 at Reel/ Frame No. 5372/0055, such Grantor granted to the Retired Agent a continuing security interest in, and lien on, all of such Grantor’s right, title and interest in, to and under certain United States Trademark registrations and applications, including the goodwill associated with Trademarks and the right to receive all Proceeds therefrom;

WHEREAS, pursuant to that certain Assignment of Trademark Security Agreement, dated as of February 24, 2021 (the “Assignment of Trademark Security Agreement”), by and between the Retired Agent and the Agent, which was recorded with the United States Patent and Trademark Office on March 1, 2021 at Reel/Frame No. 7206/0618, the Retired Agent assigned to the Agent all of its rights, remedies, duties and other obligations under, among other documents, the Original Trademark Security Agreement; and

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of February 24, 2021 (the “Trademark Security Agreement”, and, collectively with the Original Trademark Security Agreement and the Assignment of Trademark Security Agreement, the “Trademark Security Agreements”), made by each Grantor in favor of the Agent, which was recorded in with the United States Patent and Trademark Office on March 1, 2021 at Reel/Frame No. 7206/0632, such Grantor granted to the Agent a continuing security interest in, and lien on, all of such Grantor’s right, title and interest in, to and under certain United States Trademark registrations and applications, including the goodwill associated with Trademarks and the right to receive all Proceeds therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.
2. Release. The Agent, on behalf of the Secured Parties, without representation or warranty by or recourse to the Agent of any kind, hereby fully and finally releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto (the “Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any

right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, on behalf of the Secured Parties, without representation or warranty by or recourse to the Agent of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, on behalf of the Secured Parties, without representation or warranty by or recourse to the Agent of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release, in each case without representation or warranty by or recourse to the Agent of any kind.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, acting in its capacity as
Collateral Agent for the Secured Parties**

By: 

Name: Jeffery Rose


Title: Vice President

[Signature page to Release of Security Interest in Trademarks Intellectual Property]

**TRADEMARK
REEL: 008000 FRAME: 0343**

GRANTORS:

AKI, INC.

By:  _____

Name: Jorge Garcia

Title: Treasurer, Chief Financial Officer and
Secretary

LE PAPILLON, LTD.

By:  _____

Name: Jorge Garcia

Title: Secretary

[Signature page to Release of Security Interest in Trademarks Intellectual Property]

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Reel/Frame 5372/0055 and Reel/Frame 7206/0618

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
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

Reel/Frame 7206/0632

Owner Name	Trademark	Registration Number
AKI, INC.	AB 	5643794
AKI, INC.	A CENTURY OF DISCOVERIES	5187139
AKI, INC.	ARCADE BEAUTY	5182209
Le Papillon, Ltd.	LE PAPIILLON BIOPLAN ILEOS 	4676057
AKI, INC.	BEAUTIPOD	3948705
AKI, INC.	KISS-A-PEEL	3146305
AKI, INC.	SELECTASHADE	2780432
AKI, INC.	BEAUTITOUCH	2594951
AKI, INC.	LIPSEAL	2468163

Owner Name	Trademark	Registration Number
AKI, INC.	SHADESEAL	2263695
AKI, INC.	LIQUATOUCH	2290443
AKI, INC.	BEAUTISEAL	2291333
AKI, INC.	ARCADE	2078154
AKI, INC.	ARCADE	1928276
AKI, INC.	DISCOVER	1930422
AKI, INC.	SCENT SEAL	1849234
Le Papillon, Ltd.	VIALPAQ	1613883
AKI, INC.	SCENTSTRIP	1257538
AKI, INC.	MICROFRAGRANCE	913585
AKI, INC.	ABEO	6207610