

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793551

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARKS INTELLECTUAL PROPERTY (REEL/FRAME 7206/0632) |

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: 20

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 5643794 | AB |
| Registration Number: | 5187139 | A CENTURY OF DISCOVERIES |
| Registration Number: | 5182209 | ARCADE BEAUTY |
| Registration Number: | 4676057 | LE PAPIILLON BIOPLAN ILEOS |
| Registration Number: | 3948705 | BEAUTIPOD |
| Registration Number: | 3146305 | KISS-A-PEEL |
| Registration Number: | 2780432 | SELECTASHADE |
| Registration Number: | 2594951 | BEAUTITOUCH |
| Registration Number: | 2468163 | LIPSEAL |
| Registration Number: | 2263695 | SHADESEAL |
| Registration Number: | 2290443 | LIQUATOUCH |

OP \$515.00 5643794

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 2291333 | BEAUTISEAL |
| Registration Number: | 2078154 | ARCADE |
| Registration Number: | 1928276 | ARCADE |
| Registration Number: | 1930422 | DISCOVER |
| Registration Number: | 1849234 | SCENT SEAL |
| Registration Number: | 1613883 | VIALPAQ |
| Registration Number: | 1257538 | SCENTSTRIP |
| Registration Number: | 913585 | MICROFRAGRANCE |
| Registration Number: | 6207610 | ABEO |

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@coagencyglobal.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 C |
| NAME OF SUBMITTER: | Karen S. Cottrell |
| SIGNATURE: | /Karen S. Cottrell/ |
| DATE SIGNED: | 03/10/2023 |

Total Attachments: 7
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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.

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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: 0364**

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 |