

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benchmark Cosmetic Laboratories, Inc.		08/15/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97165704	BENCHMARK COSMETIC LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	029217-0459		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	08/15/2023		
Total Attachments: 13			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of August 15, 2023, (this “Agreement”), by the GRANTORS set forth on the signature pages hereto and any future party to the Security Agreement (as defined below) that executes a Trademark Security Agreement Supplement substantially in the form of Exhibit A (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 Amended and Restated US Pledge and Security Agreement, dated as of August 15, 2023 (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 Amended and Restated Credit Agreement, dated as of August 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement by and among KDC US HOLDINGS, INC., a Virginia corporation (the “US Borrower”), KDC/ONE DEVELOPMENT CORPORATION, INC., a corporation duly amalgamated under the laws of the Province of British Columbia (the “Canadian Borrower”), ZOBELE MEXICO, S.A. DE C.V., a company formed and existing under the laws of Mexico (the “Mexican Borrower”, and together with the US Borrower, the Canadian Borrower, and each Additional Borrower designated from time to time, the “Borrowers”), KNOWLTON DEVELOPMENT CORPORATION, INC., a corporation duly constituted under the laws of the Province of British Columbia (“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 and excluding, for the avoidance of doubt, Excluded Property.

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

Error! Unknown document property name.

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 a 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. Remedies. (i) Each Grantor agrees that, at any time when an Event of Default exists and is continuing, the Collateral Agent may exercise any or all of the following rights and remedies (in addition to the rights and remedies existing under applicable Requirements of Law):

(A) the rights and remedies provided in this Agreement, the Security Agreement, the Credit Agreement, or any other Loan Document; provided, that this Section 5 shall not limit any rights available to the Collateral Agent prior to the occurrence of an Event of Default;

(B) the rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable Requirements of Law when a debtor is in default under a security agreement;

(ii) For the purpose of enabling the Collateral Agent to exercise the rights and remedies under this Section 5 at any time when an Event of Default exists and is continuing and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent a power of attorney, effective upon and during the continuance of an Event of Default, to sign any document which may be required by the United States Patent and Trademark Office to effect an absolute assignment of all right, title and interest in each registered Trademark and each application for any such registration, in each case, to the extent constituting Collateral, and record the same. At any time when an Event of Default exists and is continuing, the Collateral Agent may:

(A) declare the entire right, title and interest of such Grantor in and to each item of Intellectual Property Collateral owned by such Grantor to be vested in the Collateral Agent for the benefit of the Secured Parties, in which event such right, title and interest shall immediately vest in the Collateral Agent for the benefit of the Secured Parties, and the Collateral Agent shall be entitled to exercise the power of attorney referred to in this Section 5 to execute, cause to be acknowledged and notarized and record such absolute assignment with the applicable agency or registrar;

(B) sell any Grantor's Inventory directly to any Person, including without limitation Persons who have previously purchased any Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Collateral Agent's rights under this Agreement and subject to any restrictions contained in applicable third party licenses entered into by such Grantor, sell Inventory which bears any Trademark owned by or licensed to any Grantor and any Inventory that is covered by any Intellectual Property Collateral owned by or licensed to any Grantor, and the Collateral Agent may finish any work in process and affix any relevant Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein;

(C) direct such Grantor to refrain, in which event such Grantor shall refrain, from using any Intellectual Property Collateral owned by such Grantor in any manner whatsoever, directly or indirectly; and

(D) assign or sell any Intellectual Property Collateral owned by such Grantor, as well as the goodwill of such Grantor's business symbolized by any such Trademark and the right to carry on the business and use the assets of such Grantor in connection with which any such Trademark has been used.

SECTION 6. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Collateral, as well as any Collateral consisting of Cash, as set forth in Section 2.18(b) of the Credit Agreement. Except as otherwise provided herein or in any other Loan Document, the Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, money or balance in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), a receipt by the Collateral Agent or of the officer making the sale of such proceeds, moneys or balances shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. It is understood that the Grantors shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Secured Obligations.

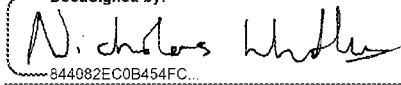
SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THE SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL THEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT, ON THE ONE HAND, AND THE SECURITY AGREEMENT, ON THE OTHER HAND, THE PROVISIONS OF SUCH CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT, SHALL GOVERN AND CONTROL.

SECTION 8. 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.

[SIGNATURE PAGES FOLLOW]

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

KDC US HOLDINGS, INC.

DocuSigned by:

By: 844082EC0B454FC...
Name: Nicholas Whitley
Title: President and Chief Executive Officer

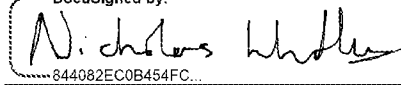
HCT PACKAGING INC.

By: _____
Name: Nicolas Beugnot
Title: Corporate Secretary

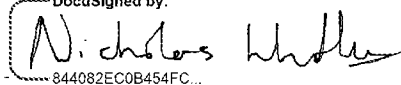
AEROFIL TECHNOLOGY, INC.

By: _____
Name: Nicolas Beugnot
Title: Corporate Secretary

BENCHMARK COSMETIC LABORATORIES, INC.

DocuSigned by:

By: 844082EC0B454FC...
Name: Nicholas Whitley
Title: President

PORT JERVIS LABORATORIES, INC. (F/K/A
KOLMAR LABORATORIES, INC.)

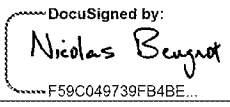
DocuSigned by:

By: 844082EC0B454FC...
Name: Nicholas Whitley
Title: President

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

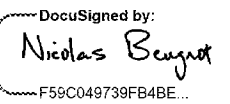
KDC US HOLDINGS, INC.

By: _____
Name: Nicholas Whitley
Title: President and Chief Executive Officer

HCT PACKAGING INC.

By:  _____
Name: Nicolas Beugnot
Title: Corporate Secretary

AEROFIL TECHNOLOGY, INC.

By:  _____
Name: Nicolas Beugnot
Title: Corporate Secretary

BENCHMARK COSMETIC LABORATORIES, INC.

By: _____
Name: Nicholas Whitley
Title: President

PORT JERVIS LABORATORIES, INC. (F/K/A
KOLMAR LABORATORIES, INC.)

By: _____
Name: Nicholas Whitley
Title: President


ACKNOWLEDGED AND ACCEPTED:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Anthony Joseph
Name: Anthony N Joseph
Title: Associate Director

By: Danielle Calo
Name: Danielle Calo
Title: Associate Director

SCHEDULE I

Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.	Owner
KDC/ONE	United States	5/11/2018	87917179	6/13/2023	7080861	KDC US Holdings, Inc.
KDC/ONE	Canada	5/2/2018	1897022	5/8/2023	TMA1178428	KDC US Holdings, Inc.
AQUALIZER	Canada	7/23/1963	0276955	3/26/1964	TMA135059	Port Jervis, Laboratories, Inc.(f/k/a Kolmar Laboratories, Inc.)
	United States	9/4/2001	76308367	7/13/2004	2861914	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
TRI TECH LABORATORIES	United States	8/27/2001	76305051	9/3/2012	2615024	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
TRI TECH LABS	United States	8/27/2001	76305052	9/3/2002	2615025	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
DERMABRASE/35	United States	6/15/1995	74690051	4/16/1996	1968628	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
YEARS YOUNGER	United States	5/10/1988	73727625	1/17/1989	1520445	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<i>Jma Shorell's</i> CONTOUR/35	United States	5/22/1969	72328018	7/14/1970	0894771	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
<i>Jma Shorell's</i> MOISTURE/35	United States	5/22/1969	72328019	6/30/1970	0893857	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)

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Trademark	Country	Filing Date	Application No.	Registration Date	Registration No.	Owner
<i>Irma Shorell</i>	United States	8/26/1964	72200665	8/3/1965	0793778	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
BENCHMARK COSMETIC LABORATORIES	United States	12/10/2021	97165704	N/A	N/A	Benchmark Cosmetic Laboratories, Inc.
IRMA SHORELL CONTOUR/35	Canada	6/26/1972	0354682	6/15/1973	TMA191844	KDC US Holdings, Inc. (f/k/a Tri-Tech Laboratories, Inc.)
HCT	United States	10/23/2014	86432038	7/14/2015	4772027	HCT Packaging, Inc.
UNREAL SERIES	United States	4/18/2018	87882148	01/21/2020	5968141	HCT Packaging, Inc.
AEROFIL	United States	06/22/2010	85068756	02/01/2011	3914247	Aerofil Technology, Inc.

**[FORM OF]
TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [__] [__], 20[__] (this “Trademark Security Agreement Supplement”), by [_____] ([each, a][the] “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 Amended and Restated US Pledge and Security Agreement, dated as of August 15, 2023 (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 Amended and Restated Credit Agreement, dated as of August 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among KDC US HOLDINGS, INC., a Virginia corporation (the “US Borrower”), KDC/ONE DEVELOPMENT CORPORATION, INC., a corporation duly amalgamated under the laws of the Province of British Columbia (the “Canadian Borrower”), ZOBELE MEXICO, S.A. DE C.V., a company formed and existing under the laws of Mexico (the “Mexican Borrower”, and together with the US Borrower, the Canadian Borrower, and each Additional Borrower designated from time to time, the “Borrowers”), KNOWLTON DEVELOPMENT CORPORATION, INC., a corporation duly constituted under the laws of the Province of British Columbia (“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 Trademark Security Agreement Supplement and not otherwise defined herein shall have the meanings specified in the Security Agreement or Credit Agreement, as applicable.

SECTION 1. 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][the] 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 the [such][the] Grantor and regardless of where located (collectively, the “Additional Trademark Collateral”):

- A. the 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 such Trademark registrations and registration applications;
- C. all assets, rights and interests that uniquely reflect or embody such Trademark registrations and registration applications;
- D. the right to sue third parties for past, present and future infringements of such Trademark registrations and registration applications; and
- E. all proceeds of and rights associated with the foregoing;

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

SECTION 2. 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 Agreements. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. Termination. In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon [a][the] Grantor's reasonable request, to execute and deliver to [the][such] Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Additional Trademark Collateral under this Trademark Security Agreement Supplement.

SECTION 4. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THE SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL THEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT, ON THE ONE HAND, AND THE SECURITY AGREEMENT, ON THE OTHER HAND, THE PROVISIONS OF SUCH CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT, SHALL GOVERN AND CONTROL.

SECTION 5. Governing Law. This Trademark Security Agreement Supplement 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 Trademark Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

[_____]

By: _____
Name:
Title:

Exhibit A

ACKNOWLEDGED AND ACCEPTED:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

Exhibit A

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TRADEMARK
REEL: 008168 FRAME: 0695

SCHEDULE I

1. Trademarks:

Registered Owner	Registration Number	Trademark

2. Trademark Applications:

Applicant	Application Number	Trademark

Exhibit A

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