

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM167560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KANO LABORATORIES LLC		02/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BARINGS FINANCE LLC, as Second Lien Collateral Agent		
Street Address:	300 S. Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1262798	SYNCO	
Registration Number:	1353614		
Registration Number:	1350233	SYNCOPEN	
Registration Number:	1757915	SUPER LUBE	
Registration Number:	2150142	SUPER LUBE	
Registration Number:	2262385	SUPER LUBE	
Registration Number:	3711444	SYNCOLON	
Registration Number:	4198650		
Registration Number:	5954627		
Registration Number:	6083046	SYNCO	
Registration Number:	6880989	UNSEIZE THE DAY	
Registration Number:	6977298	SYNCOSIL	
Registration Number:	6928634		
Registration Number:	6983897	SYNCO LUBE	
Registration Number:	7297832	KANO LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (704)331-1000
Email: pto_tmconfirmation@mvalaw.com,maryelizabethzaldivar@mvalaw.com
Correspondent Name: John Slaughter
Address Line 1: Moore & Van Allen PLLC
Address Line 2: 100 North Tryon Street, Suite 4700
Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	039949.000020
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NAME OF SUBMITTER:	Mary Zaldivar
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SIGNATURE:	Mary Zaldivar
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DATE SIGNED:	03/04/2024
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Total Attachments: 7

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THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL SENIOR DEBT, AS DEFINED IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE CLOSING DATE (AS THE SAME MAY BE AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN INTERCREDITOR AGREEMENT"), BY AND AMONG BARINGS FINANCE LLC, AS SENIOR AGENT (AS DEFINED THEREIN), BARINGS FINANCE LLC, AS SUBORDINATED AGENT (AS DEFINED THEREIN), THE SUBORDINATED LENDERS (AS DEFINED THEREIN), AND THE CREDIT PARTIES AND EACH OTHER OBLIGOR THEREUNDER, AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED, TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE FIRST LIEN INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this "Trademark Security Agreement") dated as of February 29, 2024, is made by Kano Laboratories LLC, a Delaware limited liability company ("Grantor") in favor of Barings Finance LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, "Second Lien Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of November 19, 2020 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Credit Agreement"), by and among KLI Midco LLC, a Delaware limited liability company ("Holdings"), Kano Laboratories LLC, a Delaware limited liability company (the "Company", together with any other Person joining the Credit Agreement from time to time that is designated as a "Borrower" pursuant to Section 5.11 of the Credit Agreement or otherwise, individually, a "Borrower" and, collectively and jointly and severally, the "Borrowers"), the other Credit Parties party thereto from time to time, Second Lien Collateral Agent and the Lenders party thereto from time to time, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of November 19, 2020, in favor of Second Lien Collateral Agent (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Second Lien Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Second Lien Collateral Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to Second Lien Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Second Lien Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

7. First Lien Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the First Lien Intercreditor Agreement.

[Signature Page Follow.]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KANO LABORATORIES LLC,
a Delaware limited liability company,
as Grantor

By: *Kimberly S Mattoon*
Name: Kimberly S. Mattoon
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BARINGS FINANCE LLC, as Second Lien Collateral Agent








By:  _____

Name: Mark Hindson

Title: Managing Director

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations and Applications

Mark	Country	Application No.	File Date	Registration No.	Reg. Date	Status	Owner
SYNCO	US	73337772	11/18/1981	1262798	1/3/1984	Registered (Renewed)	Kano Laboratories LLC
Design Mark 	US	73337756	11/18/1981	1353614	8/13/1985	Registered (Renewed)	Kano Laboratories LLC
SYNCOPEN	US	73458174	12/22/1983	1350233	7/23/1985	Registered (Renewed)	Kano Laboratories LLC
SUPER LUBE (+ Design) 	US	74145717	3/8/1991	1757915	3/16/1993	Registered (Renewed)	Kano Laboratories LLC
SUPER LUBE (+ Design) 	US	75121198	6/10/1996	2150142	4/14/1998	Registered (Renewed)	Kano Laboratories LLC
SUPER LUBE	US	75402051	12/8/1997	2262385	7/20/1999	Registered (Renewed)	Kano Laboratories LLC
SYNCOLON	US	77671212	2/16/2009	3711444	11/17/2009	Registered (Renewed)	Kano Laboratories LLC
Design Only 	US	76702286	3/29/2010	4198650	8/28/2012	Registered (Renewed)	Kano Laboratories LLC
Design Only 	US	88482114	6/20/2019	5954627	1/7/2020	Registered	Kano Laboratories LLC
SYNCO and Design 	US	88369618	4/3/2019	6083046	6/23/2020	Registered	Kano Laboratories LLC
UNSEIZE THE DAY	US	90568592	3/9/2021	6880989	10/18/2022	Registered	Kano Laboratories LLC
SYNCOSIL	US	97064540	10/7/2021	6977298	2/14/2023	Registered	Kano Laboratories LLC
Design Only 	US	97117452	11/10/2021	6928634	12/20/2022	Registered	Kano Laboratories LLC

Mark	Country	Application No.	File Date	Registration No.	Reg. Date	Status	Owner
SYNCO LUBE	US	97182058	12/21/2021	6983897	2/21/2023	Registered	Kano Laboratories LLC
KANO LABORATORIES	US	97740499	1/04/2023	7297832	2/6/2024	Registered	Kano Laboratories LLC