

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368389

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900347404

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fempro Consumer Products ULC		11/18/2015	unlimited liability company: CANADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 South Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4810350	ADJUST-TABS
Registration Number:	3702413	FEELFRESH
Registration Number:	3376703	FRESHEL
Registration Number:	2175449	INCOGNITO
Registration Number:	2261951	INCOGNITO
Registration Number:	2984608	INCOGNITO
Registration Number:	2984609	INCOGNITO
Registration Number:	4024505	INCOGNITO STYLE
Registration Number:	3285531	SENSADRY
Registration Number:	3301935	SENSADRY REVÊTEMENT/COVERSHEET
Serial Number:	86081435	TECHNOCEL

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

TRADEMARK

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 049067-0024

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 01/07/2016

Total Attachments: 10

source=First Quality -- Grant of Security Interest in Patents #page1.tif
source=First Quality -- Grant of Security Interest in Patents #page2.tif
source=First Quality -- Grant of Security Interest in Patents #page3.tif
source=First Quality -- Grant of Security Interest in Patents #page4.tif
source=First Quality -- Grant of Security Interest in Patents #page5.tif
source=First Quality -- Grant of Security Interest in Patents #page6.tif
source=First Quality -- Grant of Security Interest in Patents #page7.tif
source=First Quality -- Grant of Security Interest in Patents #page8.tif
source=First Quality -- Grant of Security Interest in Patents #page9.tif
source=First Quality -- Grant of Security Interest in Patents #page10.tif

**GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, LICENSES, AND COPYRIGHTS**

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS (the “**Agreement**”) is made effective as of November 18, 2015 by and among **FEMPRO CONSUMER PRODUCTS ULC** (the “**Grantor**”) and **JPMORGAN CHASE BANK, N.A.** (the “**Collateral Agent**”) acting in the capacity of collateral agent for the benefit of the Secured Parties (as defined in the Security Agreement (as defined below)).

BACKGROUND

Pursuant to that certain Fourth Amended and Restated Security Agreement dated as of June 29, 2011 between the Grantors (as defined therein) (including the Grantor) and the Collateral Agent (such Security Agreement, as amended, extended, restated, supplemented, otherwise modified, replaced or refinanced from time to time, being referred to herein as the “**Security Agreement**”), the Grantors (as defined therein) granted to the Collateral Agent, for the benefit of the Secured Parties in accordance with the terms of the Intercreditor Agreement (as defined in the Security Agreement), a security interest in all of such Grantors’ assets, including, without limitation, their patents, patent rights, patent applications, service marks, trademarks, service mark applications, trademark applications, trade names, goodwill, copyrights, and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. **Incorporation of Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth or provided in the Security Agreement. All obligations of the Grantors (as defined in the Security Agreement) to the Secured Parties, whether now or hereafter owing or existing under the Security Agreement or the other Senior Secured Debt Documents (as defined in the Intercreditor Agreement), and all other indebtedness and obligations constituting “**Secured Obligations**” under the Security Agreement, are referred to herein collectively as the “**Secured Obligations**”.

2. **Grant of Security Interest.** The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties in accordance with the terms of the Intercreditor Agreement, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all personal property of the Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A** hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part, thereof, (b) all income, royalties, damages and payments now and thereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(ii) service marks, trademarks, service mark and trademark registrations, trade names, and trademark and service mark applications, including, without limitation, the service mark and trademark registrations and applications listed on **Exhibit B** hereto and made a part hereof, but not including the collateral excluded under **Section 3** hereof even if listed on such **Exhibit B**, and (a) the goodwill of the business connected with the use thereof and symbolized thereby, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, service mark and trademark registrations, service mark and trade names and applications together with the items described in clauses (a)-(e), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); and

(iii) United States, state and foreign copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the applications referred to in **Exhibit C** hereto (as such schedule may be amended or supplemented from time to time), (b) all extensions and renewals thereof, (c) all rights corresponding thereto throughout the world, (d) all rights to sue for past, present and future infringements thereof, (e) all licenses, claims, damages and proceeds of suit arising therefrom, and (f) all payments and rights to payments arising out of the sale, lease, license, assignment, or other disposition thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”).

3. **Excluded Collateral.** The security interest granted under **Section 2** hereof shall not attach to the following collateral: (i) any lease, license, contract, property rights or agreement to which the Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall constitute or result in (1) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (2) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); (ii) any Trademark application filed in the U.S. Patent and Trademark office (the “**PTO**”) on the basis of the Grantor’s intent to use such Trademark(s) unless and until evidence of the Grantor’s use in commerce (within the meaning of The Lanham Act, 15 U.S.C. §§ 1051 et. seq.) thereof has been filed in the PTO; and (iii) any other assets as to which the Administrative Agent has determined, in its reasonable discretion, and confirmed in writing to the Grantor, that the costs or other consequences (including adverse tax consequences) of providing a security interest therein is excessive in view of the benefits to be obtained by the Secured Parties.

4. **New Patents, Trademarks, Copyrights and Licenses.** If the Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or copyright renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** hereof shall automatically apply thereto and the Grantor shall, once quarterly if requested by the Collateral Agent, give to the Collateral Agent written notice of any registrations or applications thereof which are owned by the Grantor. The Grantor hereby authorizes the Collateral Agent to modify this Agreement by amending **Exhibit A, B** and/or **C** hereto, as applicable, to include any future U.S. federal and state patents, patent applications, trademark registrations, trademark applications, and copyrights registrations which are Patents, Trademarks, or Copyrights, as applicable, under **Section 2**

hereof or under this **Section 4** and authorize the Collateral Agent to file this executed agreement at a future date with said modified schedules.

5. **License to Collateral Agent.** The Grantor hereby agrees that the Collateral Agent may use (on a nonexclusive basis, to the extent the Grantor has the lawful right to do so) all Patents, Trademarks, and Copyrights in connection with the exercise of its remedies under the Security Agreement upon and during the continuation of an Event of Default without any liability for royalties or other related charges from the Collateral Agent or the Secured Parties to the Grantor subject, in the case of licenses of any Trademark, to reasonable rights of quality control in favor of the owner of such Trademark. The term of such rights of use by the Collateral Agent shall remain in full force and effect until the earlier of (i) the expiration of each of the respective Patents, Trademarks, and Copyrights pledged hereunder, or (ii) the payment in full of all Secured Obligations (other than Qualified Residual Obligations) and the expiration or termination of the commitments to extend credit thereunder, the letters of credit issued thereunder and any other contingent obligation included in the Secured Obligations (other than Qualified Residual Obligations). For the avoidance of doubt, the foregoing license shall be in addition to any rights that the Collateral Agent has under Section 7 of the Security Agreement.

6. **Release of Security Interest.** This grant of security interests is made for collateral purposes only. Upon payment in full of all Secured Obligations (other than Qualified Residual Obligations) and the expiration or termination of the commitments to extend credit thereunder, the letters of credit issues thereunder and any other contingent obligation included in the Secured Obligations (other than Qualified Residual Obligations), the security interests granted by this Agreement shall terminate and all interests held by the Collateral Agent in the Patents, Trademarks, and Copyrights (but subject to any disposition thereof which may have been made by the Collateral Agent pursuant hereto or pursuant to the Senior Secured Debt Documents) shall revert and be deemed reassigned to the Grantor and all obligations of the Grantor under this Agreement shall terminate (other than any provisions hereof that are expressly stated as surviving such termination, which provisions shall survive and remain in full force and effect regardless of such payment and expiration or termination). Upon any such termination, the Collateral Agent shall, at the Grantor's request and expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination reversions and/or reassignment, without recourse, representation, or warranty of any kind.

7. **Collateral Agent's Right to Sue.** Upon and during the continuation of an Event of Default the Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if the Collateral Agent shall commence any such suit, at such time as it is permitted to do so, the Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such enforcement and the Grantor shall promptly, upon demand (on a joint and several basis) reimburse and indemnify the Collateral Agent for all reasonable costs and expenses incurred by the Collateral Agent in the exercise of its rights under this **Section 7.**

8. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

9. **Modification.** Except as specifically provided in **Section 4** hereof none of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner

whatsoever unless in writing duly signed by the Collateral Agent (with appropriate direction from the requisite holders of the Secured Obligations as provided in the Intercreditor Agreement) and the Grantor.

10. **Cumulative Remedies; Power of Attorney; Effect on Senior Secured Debt Documents.** All of the Collateral Agent's rights and remedies with respect to the Patents, Trademarks, and Copyrights, whether established hereby or by the Senior Secured Debt Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. In connection with the Collateral Agent's exercise of its remedies under Section 7 of the Security Agreement upon and during the continuation of an Event of Default, the Grantor hereby irrevocably appoints (so long as this Agreement shall remain in effect) the Collateral Agent and/or any officer or agent of the Collateral Agent as the Collateral Agent may select, in its sole discretion (such appointment to be coupled with an interest), as the Grantor's true and lawful attorney-in-fact, with power to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by the Collateral Agent, the Secured Parties or their respective successors or assigns of the Patents, Trademarks and/or Copyrights, (ii) take any other actions with respect to the Patents, Trademarks and/or Copyrights as the Collateral Agent reasonably deems in the best interest of the Collateral Agent and the Secured Parties, or (iii) sell, transfer, assign, lease or license (on an exclusive or nonexclusive basis, to the extent the Grantor has the lawful right to do so), subject to licenses in effect as of the date of such sale, transfer, assignment, lease or license, pledge, make any agreement with respect to or otherwise deal with any of the Patents, Trademarks and/or Copyrights as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option, at any time or from time to time, all acts and things that the Collateral Agent deems reasonably necessary to protect, preserve, or realize upon any of the Patents, Trademarks and/or Copyrights and the Collateral Agent's security interest therein as fully and effectively as the Grantor might do (including, without limitation, notifying the United States Postal Office to change the address for delivery of mail to the Grantor to an address as the Collateral Agent may designate). The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent or the Secured Parties under the Senior Secured Debt Documents but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

11. **Binding Effect; Benefits.** All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns (including, without limitation, any subsequent Secured Parties) whether so expressed or not (provided that the Grantor shall not assign or transfer its rights or obligations hereunder without the prior written consent of the Collateral Agent).

12. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with and be governed by the law of the State of New York, without giving effect to principles of conflicts of laws thereof, except Sections 5-1401 and 5-1402 of the New York General Obligations Law.

13. **Waivers.** Neither the failure nor any delay on the part of the Collateral Agent to exercise any right, remedy, power or privilege under this Agreement or the Senior Secured Debt Documents upon the occurrence of any Event of Default or otherwise shall operate as a waiver thereof or impair any such right, remedy, power or privilege. No waiver of any Event of Default shall affect any other Event of Default or shall impair any rights of the Collateral Agent. No single, partial or full exercise of any rights, remedies, powers and privileges by the Collateral Agent shall preclude further or


other exercise thereof. No course of dealing between the Collateral Agent and the Grantor shall operate as or be deemed to constitute a waiver of the Collateral Agent's rights under this Agreement or the Senior Secured Debt Documents or affect the duties or obligations of the Grantor.

14. **Inconsistent Provisions.** If any provision of this Agreement shall be inconsistent with, or contrary to, any provision in the Security Agreement and/or the Intercreditor Agreement, the provision in the Security Agreement or the Intercreditor Agreement, as applicable, shall be controlling, and shall supersede such inconsistent provision to the extent necessary to give full effect to all provisions contained in the Security Agreement or the Intercreditor Agreement, as applicable.

[SIGNATURE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

FEMPRO CONSUMER PRODUCTS ULC

By: 
Name: Moshe Oppenheim
Title: Secretary

[Signature Page to Intellectual Property Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Alieia Schreiberstein

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

**PATENT SCHEDULES TO
GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

Title	Application No. Application Date	Patent No. Issue Date
Package for packaging a food product	09/426295 10/25/1999	6223894 5/1/2001
Pyramidal box for sanitary napkin	29/217460 11/17/2004	D526572 8/15/2006
Sanitary napkin with flower shaped flaps	29/220368 12/29/2004	D541932 5/1/2007
Top sheet pattern for a sanitary napkin	29/245279 12/22/2005	D547445 7/24/2007
Sanitary napkin	29/281095 6/14/2007	D571461 6/17/2008
Sanitary napkin	29/283340 8/10/2007	D571004 6/10/2008
Sanitary napkin	29/283339 8/10/2007	D585984 2/3/2009
Sanitary napkin	29/311308 2/13/2009	D602157 10/13/2009
Sanitary napkin	29/383194 1/13/2011	D648849 11/15/2011
Sanitary napkin	29/399714 8/17/2011	D696777 12/31/2013
Sanitary napkin	29/425362 6/21/2012	D715923 10/21/2014
Sanitary napkin	29/425357 6/21/2012	D723158 2/24/2015
Sanitary napkin	29/451084 3/27/2013	D720066 12/23/2014
Sanitary napkin	29/451078 3/27/2013	D724205 3/10/2015
Sanitary napkin	29/451086 3/27/2013	D738493 9/8/2015
Sanitary napkin	29/471998 11/7/2013	D707812 6/24/2014
Resilient absorbent products with enhanced resistance to tearing	14/526006 ¹ 10/28/2014	

¹ Owned by Fempro Inc.

EXHIBIT B

**TRADEMARK SCHEDULES TO
GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**


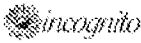
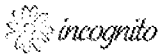


Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date
ADJUST-TABS	5	86092671 16-OCT-2013	4810350 08-SEP-2015
	5	77378165 23-JAN-2008	3702413 27-OCT-2009
FRESHEL	16, 20	76144316 11-OCT-2000	3376703 05-FEB-2008
INCOGNITO	5	75121048 18-JUN-1996	2175449 21-JUL-1998
	5	75288697 08-MAY-1997	2261951 20-JUL-1999
	5	76567894 31-DEC-2003	2984608 16-AUG-2005
	5	76567895 31-DEC-2003	2984609 16-AUG-2005
INCOGNITO STYLE	5	77939840 19-FEB-2010	4024505 13-SEP-2011
SENSADRY	5	78620245 29-APR-2005	3285531 28-AUG-2007
	5	78799959 26-JAN-2006	3301935 02-OCT-2007
TECHNOCEL	5	86081435 03-OCT-2013	
FRESHELLE	5	78633787 20-MAY-2005	3587135 10-MAR-2009
MICRO-SLIP	5	77046832 17-NOV-2006	3574471 17-FEB-2009

EXHIBIT C

**COPYRIGHT SCHEDULES TO
GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

None.