

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3082512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
KNOWLTON DEVELOPMENT CORPORATION	10/17/2014
RECEIVING PARTY DATA	
Name:	NATIONAL BANK OF CANADA, AS AGENT
Street Address:	500 PLACE D' ARMES
Internal Address:	26TH FLOOR
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H2Y 2W3
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8425886
Patent Number:	7232550
CORRESPONDENCE DATA	
Fax Number:	(312)558-5700
<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:	312 558-6352
Email:	lkonrath@winston.com
Correspondent Name:	LAURA KONRATH
Address Line 1:	35 W WACKER DRIVE
Address Line 2:	WINSTON & STRAWN LLP, SUITE 4200
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	12038-4
NAME OF SUBMITTER:	LAURA L. KONRATH
SIGNATURE:	/Laura L. Konrath/
DATE SIGNED:	10/27/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
source=KnowltonNoticeofGrant1#page1.tif	
source=KnowltonNoticeofGrant1#page2.tif	

source=KnowltonNoticeofGrant1#page3.tif

source=KnowltonNoticeofGrant1#page4.tif

source=KnowltonNoticeofGrant1#page5.tif

source=KnowltonNoticeofGrant1#page6.tif

EXECUTION

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of October 17, 2014, by the entity listed on the signature pages hereof ("Grantor"), in favor of NATIONAL BANK OF CANADA in its capacity as administrative agent pursuant to the Credit Agreement referred to below (in such capacity, the "Administrative Agent") (this "Notice").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2014, by and among 9010114 Canada Inc. (as the "Borrower"), the Administrative Agent and the Lenders party thereto (as the same may be amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "Credit Agreement") and the other Operative Documents (as defined in the Credit Agreement), the Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants and pledges to the Administrative Agent, its successors and assigns, for the benefit of itself and the Lenders, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the itself and the Lenders, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

(a) the patents and patent applications of the United States of America of such Grantor, including those listed on Schedule I attached hereto; provided that the grant of the security interest hereunder shall not include any application for a patent that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such patent; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Operative Documents. The security interest granted pursuant to this Notice is granted with the security interest granted to the Administrative Agent pursuant to the applicable Operative Documents and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the patents and patent applications made and granted hereby are more fully set forth in the Credit Agreement and the other Operative Documents, 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 Notice is deemed to conflict with the Credit Agreement or any other Operative Documents, the provisions of the Credit Agreement and/or the other applicable Operative Documents, as applicable, shall control.

SECTION 4. Termination. Upon the termination of the applicable Operative Documents, the Administrative Agent shall execute, acknowledge and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the patents and patent applications under this Notice.

SECTION 5. Counterparts. This Notice may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,

KNOWLTON DEVELOPMENT CORPORATION
INC., as Grantor

By: _____
Name:
Title:

[Signature Page to Notice of Grant of Security Interest In Patents]

KNOWLTON DEVELOPMENT CORPORATION
INC., as Grantor

By: _____

Name: Stéphane Blanchet

Title: Authorized Representative

[Signature Page to Senior Notice of Grant of Security Interest in Patents]

Accepted and Agreed:

NATIONAL BANK OF CANADA, as
Administrative Agent

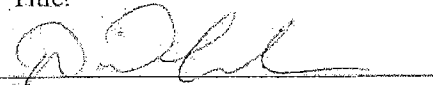
By



Name:

Title:

By



Name:

Title:

Daniel Leclerc

Vice-président / Vice-President

[Signature Page to Senior Notice of Grant of Security Interest in Patents]

Schedule I

Patents and Patent Applications

Country	Title	Patent No.	Application Date	Date of Grant
United States	Stable Solid Deodorant Product and Method for Manufacturing Same	US 8,425,886 B2	September 11, 2009	April 23, 2013
United States	Combination room freshener and oil candle and method for making the same	US 7,232,550 B1	September 16, 2002	June 19, 2007

NY:1656264.3

RECORDED: 10/27/2014

PATENT
REEL: 034066 FRAME: 0821