

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6259363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AEROSOLS DANVILLE, INC.	08/20/2020
MARIETTA CORPORATION	08/20/2020
RECEIVING PARTY DATA	
Name:	TCW ASSET MANAGEMENT COMPANY LLC
Street Address:	200 CLARENDON STREET
Internal Address:	51ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8703689
Patent Number:	D628895
Patent Number:	D650688
Patent Number:	D830629
Application Number:	29708088
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<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:	310-557-2900
Email:	klathrop@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400
Address Line 2:	C/O KIMBERLEY A. LATHROP
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	47245.017 CSA
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	08/20/2020

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Total Attachments: 7

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Grant of Security Interest in Patent Rights

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), effective as of August 20, 2020 is made by MARIETTA CORPORATION, a New York corporation (“Marietta”) and AEROSOLS DANVILLE INC. (f/k/a KIK Custom Products, Inc.) a Texas corporation (“Aerosols Danville” and, collectively with Marietta, the “Grantors” and each individually a “Grantor”) in favor of TCW ASSET MANAGEMENT COMPANY LLC, in its capacity as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties from time to time party to that certain Credit and Guaranty Agreement, dated as of August 20, 2020 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among VOYANT BEAUTY HOLDINGS, INC. (f/k/a VPI Holding Corp.), a Delaware corporation (“Holdings”), VOYANT BEAUTY, LLC, a Delaware limited liability company (“Voyant”), each other Subsidiary of Holdings identified on the signature pages thereof as “Borrowers” (together with Voyant, individually and collectively, the “Borrower”), the Guarantors (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make Term Loans and provide other financial accommodations to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security and Pledge Agreement, dated as of August 20, 2020 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of the Grantors in and to all Intellectual Property, including the Patents; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Term Loans and provide other financial accommodations to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Security Agreement or Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, on behalf and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all of the Grantors' Obligations, a continuing security interest in all of their right, title and interest in, to and under the Grantors' Patents (including, without limitation, those Patents and industrial designs listed on Schedule A hereto).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

SECTION 4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Grantors agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each of the Grantors to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each of the Grantors enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Administrative Agent and each of the Secured Parties of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Administrative Agent and each of the Secured Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature


purportedly given by or on behalf of any Obligor without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 6. Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict of law principles.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

AEROSOLS DANVILLE, INC.,
as Grantor

By: 
Name: Bill Saracco
Title: Chief Financial Officer and Treasurer

MARIETTA CORPORATION,
as Grantor

By: 
Name: Bill Saracco
Title: Chief Financial Officer and Treasurer

[Signature Page to Grant of Security Interest in Patent Rights]

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REEL: 053549 FRAME: 0101

ADMINISTRATIVE AGENT:

**TCW ASSET MANAGEMENT
COMPANY LLC, as Administrative Agent**

By: *Suzanne Grosso*
Name: Suzanne Grosso
Title: Managing Director:

SCHEDULE A

Issued Patents

<u>Country</u>	<u>Patent Application/ No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Registration No.</u>	<u>Owner</u>
U.S.	12981220	HYPOCHLORITE COMPOSITION WITH ENHANCED FABRIC AND EQUIPMENT SAFETY BENEFITS	12/29/2010	4/22/2014	8703689	AEROSOLS DANVILLE, INC. (f/k/a KIK CUSTOM PRODUCTS INC.)
U.S.	29342478	BOTTLE	8/26/2009	12/14/2010	D628895	AEROSOLS DANVILLE, INC. (f/k/a KIK CUSTOM PRODUCTS INC.)
U.S.	29369950	BOTTLE	9/15/2010	12/14/2010	D650688	AEROSOLS DANVILLE, INC. (f/k/a KIK CUSTOM PRODUCTS INC.)
U.S.	29/553280	BAR OF SOAP	1/29/2016	10/9/2018	D830629	MARIETTA CORPORATION

Design Patent Applications

<u>Owner</u>	<u>Country</u>	<u>Application Number</u>	<u>Description</u>
MARIETTA CORPORATION	U.S.	US 29708088	Bottle, Wall mount and insert tool

Industrial Design Applications (Canada)

<u>Owner</u>	<u>Country</u>	<u>Application Number</u>	<u>Description</u>
MARIETTA CORPORATION	Canada	CA 191444	Bottle, Wall mount and insert tool

Industrial Designs (Canada)

<u>Country</u>	<u>Industrial Design No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Registration No.</u>	<u>Owner</u>
Canada	136811	BOTTLE	8/23/2010	3/22/2011	136811	AEROSOLS DANVILLE, INC. (f/k/a KIK CUSTOM PRODUCTS INC.)
Canada	169691	BAR OF SOAP	7/29/2016	7/18/2017	169691	MARIETTA CORPORATION
Canada	172931	BAR OF SOAP	7/29/2016	7/18/2017	172931	MARIETTA CORPORATION
Canada	172932	BAR OF SOAP	7/29/2016	7/18/2017	172932	MARIETTA CORPORATION
Canada	172933	BAR OF SOAP	7/29/2016	7/18/2017	172933	MARIETTA CORPORATION