

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6263125

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MARIETTA CORPORATION | 08/20/2020 |
| AEROSOLS DANVILLE INC. (F/K/A KIK CUSTOM PRODUCTS, INC.) | 08/20/2020 |
| RECEIVING PARTY DATA | |
| Name: | BANK OF AMERICA |
| Street Address: | 135 SOUTH LASALLE STREET |
| Internal Address: | 9TH FLOOR |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| 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: | (212)735-2000 |
| <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: | 212-735-2811 |
| Email: | mrribando@skadden.com |
| Correspondent Name: | SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP |
| Address Line 1: | ONE MANHATTAN WEST |
| Address Line 2: | MONIQUE L. RIBANDO |
| Address Line 4: | NEW YORK, NEW YORK 10001-8602 |
| ATTORNEY DOCKET NUMBER: | 401180/565 |
| NAME OF SUBMITTER: | KENDALL ICKES |
| SIGNATURE: | /kendall ickes/ |
| DATE SIGNED: | 08/22/2020 |

PATENT

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.) an Illinois corporation ("Aerosols Danville" and, collectively with Marietta, the "Grantors" and each individually a "Grantor") in favor of BANK OF AMERICA, a national banking association, in its capacity as agent (together with its successors and assigns, in such capacity, the "Agent") for the benefit of the Secured Parties from time to time party to that certain Loan 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, LLC, a Delaware limited liability company, AWARE PRODUCTS, LLC, a California limited liability company, the other Borrowers party thereto, the Canadian Borrowing Base Contributors (as defined therein) party thereto, VOYANT BEAUTY HOLDINGS, INC. (f/k/a VPI Holding Corp.), a Delaware corporation ("Holdings"), the other guarantors party thereto, the financial institutions party to that agreement from time to time as Lenders (as defined therein), and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make 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 Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the 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 Loans and provide other financial accommodations to the Grantors pursuant to the Credit Agreement, the Grantors agree, for the benefit of the 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 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 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 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. 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 the 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, Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Agent has agreed to accept such Electronic Signature, the 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 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 except federal laws relating to national banks.


[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]

BANK OF AMERICA, N.A.,
as Agent

A handwritten signature in black ink, appearing to read "Peter Drooff". The signature is written in a cursive, somewhat stylized font.

By:
Name: Peter Drooff
Title: Senior Vice President

SCHEDULE A**Issued Patents**

| Country | Patent Application/ No. | Title | Filing Date | Grant Date | Registration No. | Owner |
|---------|-------------------------|---|-------------|------------|------------------|--|
| 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

| Owner | Country | Application Number | Description |
|----------------------|---------|--------------------|------------------------------------|
| MARIETTA CORPORATION | U.S. | US 29708088 | Bottle, Wall mount and insert tool |

Industrial Design Applications (Canada)

| Owner | Country | Application Number | Description |
|----------------------|---------|--------------------|------------------------------------|
| MARIETTA CORPORATION | Canada | CA 191444 | Bottle, Wall mount and insert tool |

Industrial Designs (Canada)

| Country | Industrial Design No. | Title | Filing Date | Grant Date | Registration No. | Owner |
|---------|-----------------------|-------------|-------------|------------|------------------|--|
| 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 |