

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT6576762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF PATENT SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
GOLDMAN SACHS BANK USA, AS THE RETIRING COLLATERAL AGENT	02/24/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	ACQUIOM AGENCY SERVICES LLC, AS THE SUCCESSOR COLLATERAL AGENT
<b>Street Address:</b>	150 SOUTH 5TH STREET, SUITE 2600
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402

**PROPERTY NUMBERS Total: 36**

Property Type	Number
Patent Number:	5879769
Patent Number:	5918908
Patent Number:	5928748
Patent Number:	6326069
Patent Number:	5980960
Patent Number:	6250049
Patent Number:	6071569
Patent Number:	5992889
Patent Number:	6125614
Patent Number:	6403186
Patent Number:	6726797
Patent Number:	6746750
Patent Number:	5611972
Patent Number:	5622263
Patent Number:	5782060
Patent Number:	8763805
Patent Number:	6688467
Patent Number:	5799675
Patent Number:	6190730
Patent Number:	6006916

**PATENT**

Property Type	Number
Patent Number:	6119704
Patent Number:	6287652
Patent Number:	5690130
Patent Number:	5647941
Patent Number:	8739973
Patent Number:	8578684
Patent Number:	6691872
Patent Number:	6223503
Patent Number:	6182420
Patent Number:	6070392
Patent Number:	4746691
Patent Number:	5637401
Patent Number:	5885701
Application Number:	14202183
Application Number:	13404421
Application Number:	61236425

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** JOANNA MCCALL

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1334587 PAT ACQ
<b>NAME OF SUBMITTER:</b>	KAREN S. COTTRELL
<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	03/01/2021

**Total Attachments: 8**

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## ASSIGNMENT OF PATENT SECURITY AGREEMENT

**THIS ASSIGNMENT OF PATENT SECURITY AGREEMENT** (this “Assignment”) is made and entered into as of February 24, 2021, by Goldman Sachs Bank USA (“Goldman”), as the retiring collateral agent (in such capacity, “Assignor”), in favor of Acquiom Agency Services LLC (“Acquiom”), as the successor collateral agent (in such capacity, “Assignee”).

### W I T N E S S E T H

WHEREAS, Assignor is party to that certain First Lien U.S. Security Agreement, dated as of September 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Tripolis Holdings S.à r.l., Tripolis Holdings GP S.à r.l., Tripolis Intermediate Holdings S.C.A., Tripolis US LLC, Bioplan USA, Inc., the other grantors party thereto and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Grant of Security Interest in Patent Rights, dated as of September 23, 2014, made by AKI, Inc. (f/k/a Arcade Marketing, Inc. and Arcade, Inc.), as grantor (the “Grantor”), in favor of Assignor, which was recorded with the United States Patent and Trademark Office on **October 2, 2014** at **Reel/Frame No. 033886/0883** (the “Patent Security Agreement”), the Grantor has granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under the Collateral (as defined in the Patent Security Agreement and including, without limitation, the items set forth in Schedule A hereto);

WHEREAS, pursuant to that certain Successor First Lien Agent Agreement, dated as of February 24, 2021 (the “Agency Assignment Agreement”), by and among Tripolis Holdings S.à r.l., Tripolis Intermediate Holdings S.C.A., Bioplan USA, Inc., Tripolis US LLC, Seaport Loan Products LLC (“Seaport”), Acquiom, Goldman, certain other Credit Parties party thereto and certain Lenders party thereto, Goldman has resigned as administrative and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Credit Documents (as defined in the Security Agreement), and Seaport and Acquiom have assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Goldman as co-administrative agents thereunder and Acquiom has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Goldman as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the Patent Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement, unless a different agreement is expressly specified herein as containing the relevant definition.
2. Assignment. Assignor hereby transfers, assigns, grants, conveys and delivers to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Patent Security Agreement, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.
3. Recordation. Effective upon the date first written above, Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the successor collateral agent for the Secured Parties in the Collateral.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date above first written.

**ASSIGNOR:**

**GOLDMAN SACHS BANK USA,**  
as the retiring collateral agent

By: \_\_\_\_\_  
Name: Luke   
Title: Authorized Signatory

**ACCEPTED AND AGREED**

as of the date above first written:

**ASSIGNEE:**

**ACQUIOM AGENCY SERVICES LLC,**  
as the successor collateral agent

By:   
Name: *Joshua B. James*  
Title: *Senior Director*

SCHEDULE A  
TO  
ASSIGNMENT OF PATENT SECURITY AGREEMENT

[See attached.]

**SCHEDULE A**

**U.S. Patent Registrations and Applications**

Owner	Serial No.	Patent No.	Description/Product Name
AKI, Inc.	08/712,779	5,879,769	Sampler device having a reinforced compartment and method of packaging sample material ( <i>BeautiSeal</i> )
AKI, Inc.	08/807,097	5,918,908	Advertisement page with incorporated sample material which can be trimmed to fit flush with the edges of a publication and methods of making same ( <i>ScenStrip Flush</i> )
AKI, Inc.	08/791,875	5,928,748	Laminated page and method for making same ( <i>ScenStrip 2000</i> )
AKI, Inc.	08/874,424	6,326,069	Fluid sampler pouch with internal supportive ( <i>LiquaTouch</i> )
AKI, Inc.	08/843,316	5,980,960	Sampler applicator having a stretchy layer
AKI, Inc.	09/189,966	6,250,049	Sampler device having a reinforced compartment and method of packaging sample material ( <i>BeautiSeal</i> ) ( <i>method claims</i> )
Arcade, Inc.	09/211,804	6,071,569	Method of applying sample material to a substrate ( <i>PowdaTouch</i> ) ( <i>method claims</i> )
Arcade, Inc.	09/211,805	5,992,889	Method of making advertisement page with incorporated sample material which can be trimmed to fit flush with the edges of publication ( <i>ScenStrip Flush</i> ) ( <i>method claims</i> )
Arcade, Inc.	09/209,816	6,125,614	Method for making laminated page ( <i>ScenStrip 2000</i> ) ( <i>method claims</i> )
AKI, Inc.	09/345,911	6,403,186	Product Sampler (" <i>WearIt</i> ")
AKI, Inc.	09/846,622	6,726,797	Method of making product sampler
AKI, Inc.	09/530,859	6,746,750	Envelope device containing a liquid volatile material and method for making such a device
AKI, Inc.	08/647,257	5,611,972	Devices and related method for the selective exposure of microencapsulated liquids

**PATENT**



AKI, Inc.	08/431,781	5,622,263	Sampler package and method of making the same
AKI, Inc.	08/779,823	5,782,060	Sampler package and method of making the same
AKI, Inc.	12/648,324	8,763,805	Device for containing and releasing a sample material ( <i>ClearTouch</i> )
Arcade Marketing Inc.	10/079420	6,688,467	Liquid Product Sampler with Sample Deposit Area
AKI, Inc.	08/810370	5,799,675	Screen Printed Product Sampler in Hermetically Sealed Package
AKI, Inc.	09/083022	6,190,730	Cosmetic Sampler with Sample Screen Printed on Film
AKI, Inc.	09/096583	6,006,916	Cosmetic Sampler of Application Backing
AKI, Inc.	09/198261	6,119,704	Disposable Die-Cut Cosmetic Sample Applicators
AKI, Inc.	09/207249	6,287,652	Fluid Product Sampler Package with Clear Moisture Vapor Barrier Film
AKI, Inc.	08/375739	5,690,130	Cosmetic Sampler with Integral Applicator
AKI, Inc.	07/857993	5,647,941	Method of Making a Lipstick Sampler
AKI, Inc.	12/857,587	8,739,973	Unitized Package and Method of Making Same ( <i>BeautiPod</i> )
AKI, Inc.	13/423,692	8,578,684	Unitized Package and Method of Making Same ( <i>BeautiPod</i> )
AKI, Inc.	14/202,183		Unitized Package and Method of Making Same ( <i>BeautiPod</i> )
AKI, Inc.	13/404,421		Unitized Package and Method of Making Same ( <i>BeautiPod</i> )

PATENT

AKI, Inc.	61/236,425		Unitized Package and Method of Making Same ( <i>BeauitPod</i> )
AKI, Inc.	09/611,988	6,691,872	Method of making a cosmetic sampler using bulk thin film application techniques
AKI, Inc.	09/586,872	6,223,503	Hot pour product sampler and method of making using bulk thin film application techniques
AKI, Inc.	09/351,786	6,182,420	Method of making a cosmetic sampler using bulk thin film application techniques
AKI, Inc.	09/065,219	6,070,392	Hot pour product sampler and method of making using bulk thin film application techniques
Color Optics Inc.	07/004,676	4,746,691	Method of pigmenting water-absorbable plastics
AKI, Inc.	08/255,280	5,637,401	Odorant composition, delivery system and method
AKI, Inc.	08/831,816	5,885,701	Odorant composition delivery system and method

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RECORDED: 03/01/2021