

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6737894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
	Name	Execution Date	
	SOCOPLAN S.A.S.	05/25/2021	
	SAS CARESTIA	05/25/2021	
RECEIVING PARTY DATA			
Name:	ACQUIOM AGENCY SERVICES LLC, AS COLLATERAL AGENT		
Street Address:	150 SOUTH 5TH STREET, SUITE 2600		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	
	Patent Number:	8235617	
	Patent Number:	8235618	
	Application Number:	16162606	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1389956 1L PAT		
NAME OF SUBMITTER:	KAREN COTTRELL		
SIGNATURE:	/Karen Cottrell/		
DATE SIGNED:	06/01/2021		
Total Attachments: 6			

source=#94615250v1 - (a 05 25 2021 First Lien Patent Security Agreement (Socoplan & Carestia) for Filing)#page2.tif

source=#94615250v1 - (a 05 25 2021 First Lien Patent Security Agreement (Socoplan & Carestia) for Filing)#page3.tif

source=#94615250v1 - (a 05 25 2021 First Lien Patent Security Agreement (Socoplan & Carestia) for Filing)#page4.tif

source=#94615250v1 - (a 05 25 2021 First Lien Patent Security Agreement (Socoplan & Carestia) for Filing)#page5.tif

source=#94615250v1 - (a 05 25 2021 First Lien Patent Security Agreement (Socoplan & Carestia) for Filing)#page6.tif

source=#94615250v1 - (a 05 25 2021 First Lien Patent Security Agreement (Socoplan & Carestia) for Filing)#page7.tif

**GRANT OF
SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of May 25, 2021, is made by SOCOPLAN S.A.S., a French simplified joint-stock company, and SAS CARESTIA, a French simplified joint-stock company (each, a “Grantor”), in favor of ACQUIOM AGENCY SERVICES LLC (“Acquiom”), as collateral agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the First Lien Credit Agreement, dated as of September 23, 2014 (as amended as of May 7, 2015, May 14, 2015 and February 24, 2021 and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TRIPOLIS HOLDINGS S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 26A, boulevard Royal, 2449 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 188.961, TRIPOLIS INTERMEDIATE HOLDINGS S.C.A., a Luxembourg partnership limited by shares (*société en commandite par actions*), having its registered office at 26A, boulevard Royal, 2449 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 190.119, BIOPLAN USA, INC., a Delaware corporation, as a borrower, TRIPOLIS US LLC, a Delaware limited liability company, as a borrower, the Lenders from time to time parties thereto, Acquiom and Seaport Loan Products LLC, as the Co-Administrative Agents, and Acquiom, as the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered a First Lien U.S. Security Agreement, dated as of September 23, 2014 in favor of the Agent (as amended as of February 24, 2021 and as further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make or continue to extend credit in the form of Loans under the Credit Agreement, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings, the Borrowers and/or their respective Restricted Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

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 Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a security interest in all of such Grantor’s right, title and interest in, to and under the Patents included in the Collateral that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Patent Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including 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.

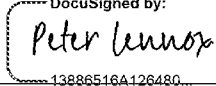
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreement Governs. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement or the Security Agreement, the terms of the Intercreditor Agreement shall govern.

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 day and year first above written.

SOCOPLAN S.A.S.,
as a Grantor

By: 
Name: Peter Lennox
Title: Legal Representative of the President

SAS CARESTIA,
as a Grantor

By: _____
Name: Carl Allain
Title: Legal Representative of the President

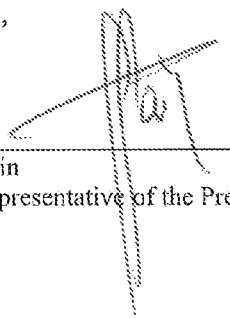
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SOCOPLAN S.A.S.,
as a Grantor

By: _____
Name: Peter Lennox
Title: Legal Representative of the President

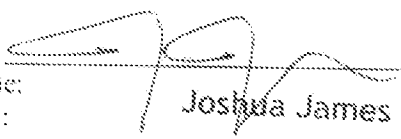
SAS CARESTIA,
as a Grantor

By: _____
Name: Carl Allain
Title: Legal Representative of the President



[Grant of Security Interest in Patent Rights (First Lien)]

ACQUIOM AGENCY SERVICES LLC,
as the Collateral Agent

By: 
Name: Joshua James
Title: Senior Director

[Grant of Security Interest in Patent Rights (First Lien)]

PATENT
REEL: 056399 FRAME: 0068

SCHEDULE A

US PATENTS AND DESIGN PATENTS

Owner	Patent Number {Publication Number}	Title
SOCOPLAN S.A.S.	8235617	UNIT COMPRISING A PACKAGING CONTAINING AN APPLICATOR AND THE PRODUCT TO BE APPLIED
SOCOPLAN S.A.S.	8235618	SAMPLE DOSE WITH APPLICATOR
SAS CARESTIA	{20190111173}	FRAGRANCE-EMITTING ITEM

U.S. PATENT APPLICATIONS

None.