

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8290955

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------|----------------|
| HCT ASIA LIMITED | 10/19/2023 |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT |
| Street Address: | 600 WASHINGTON BLVD. |
| City: | STAMFORD |
| State/Country: | CONNECTICUT |
| Postal Code: | 06901 |

PROPERTY NUMBERS Total: 34

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11747078 |
| Application Number: | 12270340 |
| Application Number: | 12022062 |
| Application Number: | 12172145 |
| Application Number: | 13022193 |
| Application Number: | 12698967 |
| Application Number: | 12772109 |
| Application Number: | 12723495 |
| Application Number: | 13048651 |
| Application Number: | 13656993 |
| Application Number: | 12263228 |
| Application Number: | 14216672 |
| Application Number: | 14223789 |
| Application Number: | 13367046 |
| Application Number: | 14028975 |
| Application Number: | 14247859 |
| Application Number: | 13840889 |
| Application Number: | 13840775 |
| Application Number: | 14696555 |
| Application Number: | 15394075 |

PATENT

| Property Type | Number |
|---------------------|----------|
| Application Number: | 15589571 |
| Application Number: | 15646957 |
| Application Number: | 29357805 |
| Application Number: | 29366507 |
| Application Number: | 29352089 |
| Application Number: | 29383974 |
| Application Number: | 29383978 |
| Application Number: | 29390722 |
| Application Number: | 29358561 |
| Application Number: | 29412534 |
| Application Number: | 29400634 |
| Application Number: | 29382274 |
| Application Number: | 16169339 |
| Application Number: | 16553970 |

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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: 12129061216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 1271 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 029217-0459

NAME OF SUBMITTER: ANGELA M. AMARU

SIGNATURE: /s/Angela M. Amaru

DATE SIGNED: 11/22/2023

Total Attachments: 26

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of October 19, 2023 (this “Agreement”), by HCT Asia Limited, HCT Group Holdings Limited and any future party to the Security Agreement (as defined below) that executes a Patent Security Agreement Supplement substantially in the form of Exhibit A (each, a “Grantor”), in favor of UBS AG, Stamford Branch (“UBS”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to (i) that certain Debenture, dated as of October 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent and (ii) that certain Amended and Restated Credit Agreement, dated as of August 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among KDC US HOLDINGS, INC., a Virginia corporation (the “US Borrower”), KDC/ONE DEVELOPMENT CORPORATION, INC., a corporation duly amalgamated under the laws of the Province of British Columbia (the “Canadian Borrower”), ZOBELE MEXICO, S.A. DE C.V., a company formed and existing under the laws of Mexico (the “Mexican Borrower”, and together with the US Borrower, the Canadian Borrower, and each Additional Borrower designated from time to time, the “Borrowers”), KNOWLTON DEVELOPMENT CORPORATION, INC., a corporation duly constituted under the laws of the Province of British Columbia (“Holdings”), the Lenders and Issuing Banks from time to time party thereto and UBS AG, Stamford Branch, as administrative agent for the Lenders and Issuing Banks, and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Patent Collateral”):

- A. all Patents, including those Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of any Patent; and
- C. all proceeds of and any right associated with the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon a Grantor's reasonable request, to execute and deliver to such Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Patent Collateral under this Agreement.

SECTION 5. Remedies. (i) Each Grantor agrees that, at any time when an Event of Default exists and is continuing, the Collateral Agent may exercise any or all of the following rights and remedies (in addition to the rights and remedies existing under applicable Requirements of Law):

(A) the rights and remedies provided in this Agreement, the Security Agreement, the Credit Agreement, or any other Loan Document; provided, that this Section 5 shall not limit any rights available to the Collateral Agent prior to the occurrence of an Event of Default;

(B) the rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable Requirements of Law when a debtor is in default under a security agreement;

(ii) For the purpose of enabling the Collateral Agent to exercise the rights and remedies under this Section 5 at any time when an Event of Default exists and is continuing and at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent a power of attorney, effective upon and during the continuance of an Event of Default, to sign any document which may be required by the United States Patent and Trademark Office to effect an absolute assignment of all right, title and interest in each registered Patent and each application for any such registration, in each case, to the extent constituting Collateral, and record the same. At any time when an Event of Default exists and is continuing, the Collateral Agent may:

(A) declare the entire right, title and interest of such Grantor in and to each item of Intellectual Property Collateral owned by such Grantor to be vested in the Collateral Agent for the benefit of the Secured Parties, in which event such right, title and interest shall immediately vest in the Collateral Agent for the benefit of the Secured Parties, and the Collateral Agent shall be entitled to exercise the power of attorney referred to in this Section 5 to execute, cause to be acknowledged and notarized and record such absolute assignment with the applicable agency or registrar;

(B) sell any Grantor's Inventory directly to any Person, including without limitation Persons who have previously purchased any Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Collateral Agent's rights under this Agreement and subject to any restrictions contained in applicable third party licenses entered into by such Grantor, sell Inventory that is covered by any Intellectual Property Collateral owned by or licensed to any Grantor, and the Collateral Agent may finish any work in process and sell such Inventory as provided herein;

(C) direct such Grantor to refrain, in which event such Grantor shall refrain, from using any Intellectual Property Collateral owned by such Grantor in any manner whatsoever, directly or indirectly; and

(D) assign or sell any Intellectual Property Collateral owned by such Grantor.

SECTION 6. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection, sale, foreclosure or other realization upon any Collateral, as well as any Collateral consisting of Cash, as set forth in Section 2.18(b) of the Credit Agreement. Except as otherwise provided herein or in any other Loan Document, the Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, money or balance in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding),

a receipt by the Collateral Agent or of the officer making the sale of such proceeds, moneys or balances shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. It is understood that the Grantors shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the aggregate amount of the Secured Obligations.

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THE SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL THEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT, ON THE ONE HAND, AND THE SECURITY AGREEMENT, ON THE OTHER HAND, THE PROVISIONS OF SUCH CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT, SHALL GOVERN AND CONTROL.

SECTION 8. Governing Law. This Agreement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 9. Consent to Jurisdiction. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION (SUBJECT TO THE LAST SENTENCE OF THIS SECTION 9) OF ANY NEW YORK STATE OR, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE REQUIREMENTS OF LAW, FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE SECURITY AGREEMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE REQUIREMENTS OF LAW, IN SUCH FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENTS BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL, NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE REQUIREMENTS OF LAW. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE REQUIREMENTS OF LAW ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE SECURITY AGREEMENT IN ANY SUCH COURT. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT THE COLLATERAL AGENT AND LENDERS RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY SPECIFIED GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS IN RESPECT OF THE COLLATERAL UNDER THE SECURITY AGREEMENT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

(signature pages follow)

HCT ASIA LIMITED

By: _____

Name: Richard Flook

Title: Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 065661 FRAME: 0887

HCT GROUP HOLDINGS LIMITED

By: Nicholas Whitley
Name: Nicholas Whitley
Title: Director

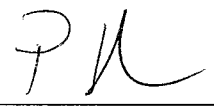
[Signature Page to Patent Security Agreement]

PATENT
REEL: 065661 FRAME: 0888

ACKNOWLEDGED AND ACCEPTED:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Anthony Joseph
Title: Associate Director

By: 
Name: Peter Hazaglou
Title: Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 065661 FRAME: 0889

SCHEDULE I

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|---|---------------|------------------|------------------|--|---|------------------|
| DISPENSER WITH THERMAL STORAGE TIP | Granted | 5/10/2007 | 11/747078 | 2/8/2011 | 7883287 | HCT Asia Limited |
| DISPENSER WITH MOVING ASSEMBLY WITH ENCASED VALVE | Granted | 11/13/2008 | 12/270340 | 6/7/2011 | 7955014 | HCT Asia Limited |
| DISPLACEMENT SIFTER | Granted | 9/27/2011 | 12/022062 | 9/27/2011 | 8025067 | HCT Asia Limited |
| POWDER PUFF DISPENSER WITH FLOW-THROUGH GASKET | Granted | 7/11/2008 | 12/172145 | 11/1/2011 | 8047214 | HCT Asia Limited |
| DISPENSER WITH THERMAL STORAGE TIP | Granted | 10/23/2012 | 13/022193 | 10/23/2012 | 8292535 | HCT Asia Limited |
| CLEAR COSMETIC TIP WITH OPAQUE CORE | Granted | 2/2/2010 | 12/698967 | 8/27/2013 | 8517622 | HCT Asia Limited |
| AIRTIGHT COMPACT | Granted | 4/30/2010 | 12/772109 | 3/25/2014 | 8678222 | HCT Asia Limited |
| COSMETIC BOTTLE WITH AUTOMATIC EXTENDING APPLICATOR | Granted | 3/12/2010 | 12/723495 | 2/3/2015 | 8944712 | HCT Asia Limited |
| COSMETIC DISPENSERS WITH A TRANSLUCENT WALL AND AN OPAQUE HOUSING | Granted | 3/15/2011 | 13/048651 | 3/3/2015 | 8967897 | HCT Asia Limited |
| COSMETIC DEVICE WITH THERMAL STORAGE TIP | Granted | 10/22/2012 | 13/656993 | 4/28/2015 | 9016968 | HCT Asia Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|--|---------------|------------------|------------------|--|---|------------------|
| DISPENSER WITH REMOVABLE HEAD | Granted | 10/31/2008 | 12/263228 | 5/26/2015 | 9039314 | HCT Asia Limited |
| COSMETIC BRUSH SYSTEMS WITH COUPLED CAPS | Granted | 3/17/2014 | 14/216672 | 9/22/2015 | 9138044 | HCT Asia Limited |
| COSMETIC MULTI- LAYERED WIPER | Granted | 3/24/2014 | 14/223789 | 3/22/2016 | 9289048 | HCT Asia Limited |
| TWEEZER-APPLICATOR | Granted | 2/6/2012 | 13/367046 | 5/3/2016 | 9326595 | HCT Asia Limited |
| AIRTIGHT COMPACT | Granted | 9/17/2013 | 14/028975 | 5/24/2016 | 9345306 | HCT Asia Limited |
| DISPENSER CAP WITH CLUTCH MECHANISM | Granted | 4/8/2014 | 14/247859 | 5/24/2016 | 9345307 | HCT Asia Limited |
| APPLICATOR DEVICE OR DISPENSER WITH APPLICATOR TIP ASSEMBLY | Granted | 3/15/2013 | 13/840889 | 2/14/2017 | 9565920 | HCT Asia Limited |
| APPLICATOR DEVICE OR DISPENSER WITH STONE TIP | Granted | 3/15/2013 | 13/840775 | 5/9/2017 | 9642440 | HCT Asia Limited |
| COSMETIC DEVICE WITH THERMAL STORAGE TIP | Granted | 4/27/2015 | 14/696555 | 12/5/2017 | 9833055 | HCT Asia Limited |
| APPLICATOR DEVICE OR DISPENSER WITH APPLICATOR TIP ASSEMBLY | Granted | 12/29/2016 | 15/394075 | 11/20/2018 | 10130158 | HCT Asia Limited |
| APPLICATOR DEVICE OR DISPENSER WITH STONE TIP | Granted | 5/8/2017 | 15/589571 | 9/10/2019 | 10405637 | HCT Asia Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|--|---------------|------------------|------------------|--|---|------------------|
| BRUSH WITH MAGNETIC FILAMENTS | Granted | 7/11/2017 | 15/646957 | 10/29/2019 | 10458045 | HCT Asia Limited |
| COSMETIC BRUSH | Granted | 3/17/2010 | 29/357805 | 2/1/2011 | D631666 | HCT Asia Limited |
| COSMETIC DISPENSER | Granted | 7/26/2010 | 29/366507 | 6/14/2011 | 0639664 | HCT Asia Limited |
| COSMETIC DISPENSER | Granted | 12/16/2009 | 29/352089 | 8/16/2011 | D643294 | HCT Asia Limited |
| COSMETIC DISPENSER | Granted | 1/25/2011 | 29/383974 | 3/13/2012 | 0655865 | HCT Asia Limited |
| COSMETIC COMPACT | Granted | 1/25/2011 | 29/383978 | 3/13/2012 | D655866 | HCT Asia Limited |
| COSMETIC DISPENSER | Granted | 4/28/2011 | 29/390722 | 4/3/2012 | D656831 | HCT Asia Limited |
| TWO-IN-ONE COSMETIC BRUSH | Granted | 3/29/2010 | 29/358561 | 5/1/2012 | D658385 | HCT Asia Limited |
| COSMETIC COMPACT WITH TVVISTABLE LID | Granted | 2/13/2012 | 29/412534 | 7/2/2013 | D685527 | HCT Asia Limited |
| COSMETIC POT | Granted | 8/31/2011 | 29/400634 | 1/21/2014 | D697800 | HCT Asia Limited |
| BRUSH WITH SLIDABLE CAP | Granted | 12/30/2010 | 29/382274 | 11/28/2017 | D803575 | HCT Asia Limited |
| APPLICATION DEVICE OR DISPENSER WITH APPLICATION TIP ASSEMBLY | Allowed | 10/24/2018 | 16/169339 | 4/14/2020 | 10617193 | HCT Asia Limited |
| APPLICATOR DEVICE OR DISPENSER WITH STONE TIP | Published | 8/28/2019 | 16/553970 | 7/20/2021 | 11064790 | HCT Asia Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|--|---------------|------------------|------------------|--|---|----------------------------------|
| MASCARA APPLICATORS | Granted | 3/6/2009 | 12/399591 | 3/27/2012 | 8141561 | HCT Group Holdings Limited |
| COSMETIC SYSTEMS | Granted | 8/20/2013 | 131971734 | 11/19/2019 | 10477956 | HCT Group Holdings Limited |
| LOOSE POWDER COMPACT WITH COMPRESSIBLE PLATFORM | Granted | 7/25/2013 | 13/951348 | 8/4/2015 | 9095198 | HCT Group Holdings Limited |
| JAR AND ROTATABLE LID ASSEMBLY | Granted | 5/1/2015 | 14/701795 | 9/27/2016 | 9452873 | HCT Group Holdings Limited |
| DISPENSER WITH SPACED THERMAL MEMBER | Granted | 6/24/2014 | 14/313601 | 11/22/2016 | 9498042 | HCT Group Holdings Limited |
| COSMETIC IMPLEMENT WITH DETACHABLE RECEPTACLE | Granted | ' 8/22/2013 | 13/973904 | 12/6/2016 | 9510659 | HCT Group Holdings Limited |
| DEPRESSIBLE THERMAL TIPS | Granted | 6/24/2014 | 14/313453 | 1/10/2017 | 9538824 | HCT Group Holdings Limited |
| REVOLVING COMPACT | Granted | 7/8/2016 | 15/206027 | 10/9/2018 | 10092081 | HCT Group Holdings Limited |
| TILT ACTION PUMP | Granted | 7/20/2017 | 15/655154 | 12/4/2018 | 10144023 | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|---|---------------|------------------|------------------|--|---|----------------------------------|
| DECORATIVE WIPERS FOR COSMETIC CONTAINERS | Granted | 7/8/2016 | 15/205205 | 1/29/2019 | 10188195 | HCT Group Holdings Limited |
| AIRLESS COSMETICS DISPENSER | Granted | 3/9/2017 | 15/454713 | 2/19/2019 | 10206484 | HCT Group Holdings Limited |
| DISPENSER WITH THREADED TIP/DISPENSER WITH REMOVABLE CAP | Granted | 1/19/2017 | 15/410731 | 6/4/2019 | 10306967 | HCT Group Holdings Limited |
| DISPENSER WITH SPACED THERMAL MEMBER | Granted | 11/11/2016 | 15/349107 | 9/3/2019 | 10398210 | HCT Group Holdings Limited |
| PULL DOWN PUMP ACTUATOR | Granted | 7/21/2017 | 15/656274 | 12/17/2019 | 10506862 | HCT Group Holdings Limited |
| COSMETIC BRUSH CLEANING AID | Granted | 4/12/2017 | 15/485260 | 12/17/2019 | 10506869 | HCT Group Holdings Limited |
| LIPSTICK APPLICATOR | Granted | 6/11/2013 | 29/457608 | 9/9/2014 | D713097 | HCT Group Holdings Limited |
| MOTORIZED CLEANSING BRUSH | Granted | 12/23/2013 | 29/477577 | 9/16/2014 | D713150 | HCT Group Holdings Limited |
| POLYEDRAL BRUSH | Granted | 5/9/2013 | 29/454397 | 11/18/2014 | D717548 | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|---------------------------------------|---------------|------------------|------------------|--|---|----------------------------------|
| CURVED SLIDE COMPACT | Granted | 3/11/2014 | 29/484620 | 1/27/2015 | 0721856 | HCT Group Holdings Limited |
| HINGED COSMETIC CONTAINER | Granted | 6/11/2013 | 29/457577 | 2/24/2015 | D723218 | HCT Group Holdings Limited |
| SLIDABLE COSMETIC CONTAINER | Granted | 6/11/2013 | 29/457603 | 2/24/2015 | D723219 | HCT Group Holdings Limited |
| MULTI-COMPONENT RECEPTACLE | Granted | 6/11/2013 | 29/457600 | 5/5/2015 | D728382 | HCT Group Holdings Limited |
| HINGED COSMETIC RECEPTACLE | Granted | 6/11/2013 | 29/457552 | 8/11/2015 | D736468 | HCT Group Holdings Limited |
| POLYHEDRAL BRUSH | Granted | 10/9/2014 | 29/504838 | 9/22/2015 | D739148 | HCT Group Holdings Limited |
| COSMETIC CONTAINER | Granted | 7/11/2014 | 29/496354 | 3/29/2016 | D752813 | HCT Group Holdings Limited |
| TRIANGULAR NAIL VARNISH RECEPTACLE | Granted | 6/11/2013 | 29/457589 | 5/17/2016 | D756227 | HCT Group Holdings Limited |
| COSMETIC CONTAINER | Granted | 10/14/2014 | 29/506892 | 6/21/2016 | D759897 | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|--|---------------|------------------|------------------|--|---|----------------------------------|
| OVAL-SHAPED LINER | Granted | 7/10/2014 | 29/496238 | 7/26/2016 | D762327 | HCT Group Holdings Limited |
| COSMETIC BRUSH | Granted | 9/22/2014 | 29/502979 | 10/4/2016 | 0767903 | HCT Group Holdings Limited |
| NAIL VARNISH RECEPTACLE WITH CAP | Granted | 6/11/2013 | 29/457584 | 10/4/2016 | D767994 | HCT Group Holdings Limited |
| MULTI-FINGER COSMETIC APPLICATOR | Granted | 10/25/2016 | 29/508610 | 10/25/2016 | D770092 | HCT Group Holdings Limited |
| FINGER COSMETIC APPLICATOR | Granted | 11/7/2014 | 29/508802 | 1/10/2017 | D776341 | HCT Group Holdings Limited |
| DUAL ENDED KABUKI BRUSH | Granted | 3/18/2015 | 29/520810 | 2/7/2017 | D778069 | HCT Group Holdings Limited |
| DOUBLE WELL JAR | Granted | 7/11/2014 | 29/496357 | 2/7/2017 | D778175 | HCT Group Holdings Limited |
| DOUBLE WELL JAR | Granted | 7/11/2014 | 29/496358 | 2/14/2017 | D778733 | HCT Group Holdings Limited |
| BRUSH CLEANSING MITT | Granted | 10/23/2014 | 29/507069 | 2/14/2017 | D779140 | HCT Group Holdings Limited |
| TOTTLE | Granted | 10/8/2015 | 29/541807 | 4/18/2017 | D784162 | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|---|---------------|------------------|------------------|--|---|----------------------------|
| ANGLED PUMP WITH DEPRESSION | Granted | 7/10/2015 | 29/532894 | 5/9/2017 | 0786088 | HCT Group Holdings Limited |
| MULTI-HEAD DUAL END COSMETIC APPLICATOR | Granted | 3/18/2015 | 29/520809 | 5/30/2017 | 0787835 | HCT Group Holdings Limited |
| COSMETIC JAR | Granted | 7/10/2015 | 29/532850 | 9/5/2017 | D796329 | HCT Group Holdings Limited |
| COSMETICS APPLICATOR | Granted | 7/15/2016 | 29/571211 | 1/16/2018 | D807744 | HCT Group Holdings Limited |
| COSMETICS DISPENSER AND APPLICATOR | Granted | 7/22/2016 | 29/571971 | 1/30/2018 | D808822 | HCT Group Holdings Limited |
| DUAL EYELINER APPLICATOR | Granted | 7/20/2016 | 29/571587 | 3/6/2018 | D812294 | HCT Group Holdings Limited |
| COSMETICS APPLICATOR WITH CAP | Granted | 3/16/2016 | 29/558215 | 3/16/2016 | D818641 | HCT Group Holdings Limited |
| COSMETIC COMPACT | Granted | 3/16/2016 | 29/558271 | 6/19/2018 | 0821034 | HCT Group Holdings Limited |
| COSMETICS TOTTLE WITH CAP | Granted | 2/29/2016 | 29/556205 | 10/9/2018 | D830197 | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|--|---------------|------------------|------------------|--|---|----------------------------------|
| COSMETICS BRUSH WITH RECTANGULAR FERRULE | Granted | 7/6/2017 | 29/609831 | 11/13/2018 | D833156 | HCT Group Holdings Limited |
| COMBINED COSMETICS TOTTLE AND CAP | Granted | 7/20/2016 | 29/571588 | 11/20/2018 | D833878 | HCT Group Holdings Limited |
| MULTI-HEAD DUAL END COSMETIC APPLICATOR | Granted | 4/20/2017 | 29/601258 | 12/11/2018 | D835419 | HCT Group Holdings Limited |
| COSMETIC SPONGE | Granted | 5/2/2017 | 29/602705 | 2/12/2019 | D840591 | HCT Group Holdings Limited |
| FINGER COSMETIC APPLICATOR | Granted | 11/28/2016 | 29/585664 | 2/19/2019 | D841232 | HCT Group Holdings Limited |
| SPATULA COSMETIC APPLICATOR | Granted | 3/15/2017 | 29/597228 | 2/19/2019 | 0841235 | HCT Group Holdings Limited |
| COSMETIC APPLICATOR | Granted | 3/14/2017 | 29/597105 | 3/5/2019 | D842548 | HCT Group Holdings Limited |
| COMBINED COSMETIC STICK AND COMPACT | Granted | 7/7/2017 | 29/609958 | 4/16/2019 | D846197 | HCT Group Holdings Limited |
| MAKEUP PALETTE | Granted | 3/14/2017 | 29/597107 | 4/30/2019 | D847436 | HCT Group Holdings Limited |
| MULTI-FINGER COSMETIC APPLICATOR | Granted | 9/21/2016 | 29/578407 | 5/28/2019 | D849998 | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|---|-----------|------------|-----------|-------------------------------------|---------------------------------|----------------------------------|
| SLIM COSMETIC STICK | Granted | 7/7/2017 | 29/609983 | 5/28/2019 | 0850007 | HCT Group Holdings Limited |
| DUAL COSMETICS JAR | Granted | 11/8/2016 | 29/583724 | 7/2/2019 | D852647 | HCT Group Holdings Limited |
| COMBINED COSMETICS DISPENSER AND APPLICATOR | Granted | 12/22/2016 | 29/588745 | 8/20/2019 | D856814 | HCT Group Holdings Limited |
| BALL JOINT COMPACT | Granted | 7/7/2017 | 29/609963 | 8/27/2019 | D857996 | HCT Group Holdings Limited |
| COSMETIC STICK | Granted | 3/14/2017 | 29/597103 | 11/5/2019 | D866080 | HCT Group Holdings Limited |
| COSMETIC CONTAINER WITH CLOSURE | Allowed | 3/9/2017 | 15/454625 | 3/3/2020 | 10575619 | HCT Group Holdings Limited |
| MAGNETIC LID AND ASSEMBLY | Published | 3/10/2017 | 15/455702 | 10/27/2020 | 10813433 | HCT Group Holdings Limited |
| COSMETIC JARS WITH SWEEP COLLAR | Published | 3/8/2019 | 16/297132 | {9/19/2019} | {20190281949} | HCT Group Holdings Limited |
| WHEEL ACTUATED COSMETIC STICK | Published | 3/11/2019 | 16/298911 | 12/29/2020 | 10874193 | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|---|---------------|------------------|------------------|--|---|----------------------------------|
| SYNTHETIC GOAT HAIR BRUSH | Published | 3/11/2019 | 16/298955 | 4/6/2021 | 10966513 | HCT Group Holdings Limited |
| DEPRESSIBLE THERMAL LIPS | Granted | 4/3/2018 | 15/944557 | 413/2018 | 10455918 | HCT Group Holdings Limited |
| GEL COSMETIC APPLICATOR | Granted | 2/22/2018 | 15/902450 | 11/19/2019 | 10477945 | HCT Group Holdings Limited |
| COSMETIC DISPENSER | Granted | 12/13/2017 | 29/629392 | 8113/2019 | D856159 | HCT Group Holdings Limited |
| COSMETICS BRUSH WITH RECTANGULAR FERRULE | Granted | 10/1/2018 | 29/665165 | 8/20/2019 | D856685 | HCT Group Holdings Limited |
| CONTAINER WITH DISPENSING TIP | Published | 10/18/2018 | 16/164089 | 11/17/2020 | 10835013 | HCT Group Holdings Limited |
| DISPENSER WITH THREADED TIP/DISPENSER WITH REMOVABLE CAP | Allowed - | 11/29/2018 | 16/205146 | 3/10/2020 | 10582753 | HCT Group Holdings Limited |
| Dual purpose makeup applicator | Published | 9/6/2018 | 29662505 | 7/7/2020 | D889745 | HCT Group Holdings Limited |
| Cosmetic dispenser with cap | Published | 5/18/2018 | 29648115 | 6/9/2020 | D886633 | HCT Group Holdings Limited |
| Brush with replaceable bristles | Pending | 6/24/2020 | 16910764 | {12/24/2020} | {200397131} | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|--|---------------|------------------|------------------|--|---|----------------------------|
| Twisted conical brush handle | Published | 3/1/2018 | 29638903 | 2/25/2020 | D876102 | HCT Group Holdings Limited |
| Multiple durometer cosmetic pad | Pending | 7/1/2020 | 16918389 | {1/7/2021} | {210000703} | HCT Group Holdings Limited |
| Cosmetic kit | Published | 3/14/2017 | 29597110 | 4/7/2020 | D880775 | HCT Group Holdings Limited |
| Tapered brush handle | Published | 3/14/2018 | 29640463 | 4/14/2020 | D880872 | HCT Group Holdings Limited |
| Ball tip applicator | Published | 11/20/2018 | 29670831 | 2/9/2021 | D910236 | HCT Group Holdings Limited |
| Dual dispensing cosmetic container | Published | 9/23/2019 | 16579607 | 12/8/2020 | 10858170 | HCT Group Holdings Limited |
| Combined cosmetics dispenser and applicator | Published | 1/19/2017 | 29591381 | 5/19/2020 | D884481 | HCT Group Holdings Limited |
| Cosmetic bottle | Pending | 6/9/2021 | 17343396 | {12/16/2021} | {210387777} | HCT Group Holdings Limited |
| Cosmetic squeeze stick | Pending | 5/27/2021 | 17332427 | {12/2/2021} | {210368965} | HCT Group Holdings Limited |
| Cosmetic container with a capped seal | Published | 11/7/2019 | 16677074 | 5/9/2023 | 11641923 | HCT Group Holdings Limited |
| Cosmetic containers and methods of manufacture | Published | 8/17/2021 | 17404724 | 4/11/2023 | 11623411 | HCT Group Holdings Limited |
| Cosmetic jar | Published | 1/24/2020 | 29721939 | 8/9/2022 | D959989 | HCT Group Holdings Limited |
| Eco-friendly cosmetic container | Published | 3/11/2020 | 16815959 | 4/12/2022 | 11297924 | HCT Group Holdings Limited |
| Depressible thermal tips | Published | 9/24/2019 | 16580744 | 4/13/2021 | 10973299 | HCT Group Holdings Limited |

| Title | Status | File Date | Appl. No. | Grant Date {Publication Date} | Patent No. {Publication No.} | Assignee |
|--------------------------------------|---------------|------------------|------------------|--|---|----------------------------|
| Dispenser with spaced thermal member | Published | 7/30/2019 | 16526577 | 8/24/2021 | 11096467 | HCT Group Holdings Limited |
| Rounded tip applicator | Published | 11/18/2019 | 16687101 | 10/12/2021 | 11140966 | HCT Group Holdings Limited |
| Cosmetic tube with applicator | Granted | 11/7/2019 | 29712397 | 4/19/2022 | D949023 | HCT Group Holdings Limited |
| Magnetic cosmetic applicator | Published | 9/16/2019 | 16571926 | --- | --- | HCT Group Holdings Limited |
| Rounded tip applicator | Granted | 11/18/2019 | 16687101 | 10/12/2021 | 11140966 | HCT Group Holdings Limited |

**[FORM OF]
PATENT SECURITY AGREEMENT SUPPLEMENT**

This PATENT SECURITY AGREEMENT SUPPLEMENT is entered into as of [___] [___], 20[___] (this “Patent Security Agreement Supplement”), by [___] ([each, a][the] “Grantor”), in favor of UBS AG, Stamford Branch (“UBS”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to (i) that certain Debenture, dated as of October 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent and (ii) that certain Amended and Restated Credit Agreement, dated as of August 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among KDC US HOLDINGS, INC., a Virginia corporation (the “US Borrower”), KDC/ONE DEVELOPMENT CORPORATION, INC., a corporation duly amalgamated under the laws of the Province of British Columbia (the “Canadian Borrower”), ZOBELA MEXICO, S.A. DE C.V., a company formed and existing under the laws of Mexico (the “Mexican Borrower”), and together with the US Borrower, the Canadian Borrower, and each Additional Borrower designated from time to time, the “Borrowers”), KNOWLTON DEVELOPMENT CORPORATION, INC., a corporation duly constituted under the laws of the Province of British Columbia (“Holdings”), the Lenders and Issuing Banks from time to time party thereto and UBS AG, Stamford Branch, as administrative agent for the Lenders and Issuing Banks, and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of [such][the] Grantor and regardless of where located (collectively, the “Additional Patent Collateral”):

- A. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the right to sue third parties for past, present and future infringements of such Patent registrations and pending applications; and
- C. all proceeds of and any right associated with the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies

Exhibit A

of the Collateral Agent with respect to the Additional Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. In connection with any termination or release pursuant to the Security Agreement, the Collateral Agent hereby acknowledges its obligations thereunder, and agrees, upon [a][the] Grantor's reasonable request, to execute and deliver to [such] Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Additional Patent Collateral under this Patent Security Agreement Supplement.

SECTION 5. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THE SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL THEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT, ON THE ONE HAND, AND THE SECURITY AGREEMENT, ON THE OTHER HAND, THE PROVISIONS OF SUCH CUSTOMARY INTERCREDITOR ARRANGEMENT THEN IN EFFECT, SHALL GOVERN AND CONTROL.

SECTION 6. Governing Law. This Patent Security Agreement Supplement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Patent Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. Consent to Jurisdiction. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION (SUBJECT TO THE LAST SENTENCE OF THIS SECTION 9) OF ANY NEW YORK STATE OR, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE REQUIREMENTS OF LAW, FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE SECURITY AGREEMENT AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE REQUIREMENTS OF LAW, IN SUCH FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENTS BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL, NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE REQUIREMENTS OF LAW. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE REQUIREMENTS OF LAW ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE SECURITY AGREEMENT IN ANY SUCH COURT. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REQUIREMENTS OF LAW,

Exhibit A

ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT THE COLLATERAL AGENT AND LENDERS RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY SPECIFIED GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS IN RESPECT OF THE COLLATERAL UNDER THE SECURITY AGREEMENT.

[SIGNATURE PAGES FOLLOW]

Exhibit A

IN WITNESS WHEREOF, [the][each] Grantor has duly executed this Patent Security Agreement Supplement as of the day and year first above written.

[_____]

By: _____

Name:

Title:

Exhibit A

ACKNOWLEDGED AND ACCEPTED:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

Exhibit A

SCHEDULE I

1. Patents:

| Registered Owner | Serial Number | Description |
|------------------|---------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

2. Patent Applications:

| Applicant | Application Number | Description |
|-----------|--------------------|-------------|
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Exhibit A