

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AKI, INC.		02/24/2021	Corporation: DELAWARE
Le Papillon, Ltd.		02/24/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	6207610	ABEO
Registration Number:	5643794	AB
Registration Number:	5187139	A CENTURY OF DISCOVERIES
Registration Number:	5182209	ARCADE BEAUTY
Registration Number:	4676057	LE PAPIILLON BIOPLAN ILEOS
Registration Number:	3948705	BEAUTIPOD
Registration Number:	3146305	KISS-A-PEEL
Registration Number:	2780432	SELECTASHADE
Registration Number:	2594951	BEAUTITOUCH
Registration Number:	2468163	LIPSEAL
Registration Number:	2263695	SHADESEAL
Registration Number:	2290443	LIQUATOUCH
Registration Number:	2291333	BEAUTISEAL
Registration Number:	2078154	ARCADE
Registration Number:	1928276	ARCADE
Registration Number:	1930422	DISCCOVER
Registration Number:	1849234	SCENT SEAL
Registration Number:	1613883	VIALPAQ

OP \$515.00 6207610

Property Type	Number	Word Mark
Registration Number:	1257538	SCENTSTRIP
Registration Number:	0913585	MICROFRAGRANCE

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: 202-370-4750
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

ATTORNEY DOCKET NUMBER:	1334587 06
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	03/01/2021

Total Attachments: 5

- source=#94217615v1 - (06 Trademark Security Agreement - WT-AKI_Le Papillon - for Filing)#page2.tif
- source=#94217615v1 - (06 Trademark Security Agreement - WT-AKI_Le Papillon - for Filing)#page3.tif
- source=#94217615v1 - (06 Trademark Security Agreement - WT-AKI_Le Papillon - for Filing)#page4.tif
- source=#94217615v1 - (06 Trademark Security Agreement - WT-AKI_Le Papillon - for Filing)#page5.tif
- source=#94217615v1 - (06 Trademark Security Agreement - WT-AKI_Le Papillon - for Filing)#page6.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of February 24, 2021, is made by AKI, INC., a Delaware corporation, and LE PAPILLON, LTD., a Delaware corporation (each, a “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION (“Wilmington Trust”), 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 Second 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 the Borrower, the Lenders from time to time parties thereto and Wilmington Trust, as the Administrative Agent and 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 Borrower, 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 Second 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 Trademarks, 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, 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 Trademarks included in the Collateral that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Trademark Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

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 Trademark 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.

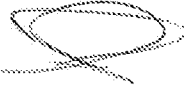
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent, pursuant to or in connection with the First Lien Credit Agreement. 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.

AKI, INC.
LE PAPILLON, LTD.
as the Grantor



By: _____
Name: Jorge Garcia
Title: Secretary

{2L Grant of Security Interest in Trademark Rights}

TRADEMARK
REEL: 007206 FRAME: 0636

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as the Collateral Agent

By: _____
Name: _____
Title: _____
Jeffery Rose
Vice President

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007206 FRAME: 0637

SCHEDULE A

U.S. Trademark Registrations

Owner Name	Trademark	Registration Number
AKI, INC.	ABEO	6207610
AKI, INC.	AB 	5643794
AKI, INC.	A CENTURY OF DISCOVERIES	5187139
AKI, INC.	ARCADE BEAUTY	5182209
Le Papillon, Ltd.	LE PAPILLON BIOPLAN ILEOS 	4676057
AKI, INC.	BEAUTIPOD	3948705
AKI, INC.	KISS-A-PEEL	3146305
AKI, INC.	SELECTASHADE	2780432
AKI, INC.	BEAUTITOUCH	2594951
AKI, INC.	LIPSEAL	2468163
AKI, INC.	SHADESEAL	2263695
AKI, INC.	LIQUATOUCH	2290443
AKI, INC.	BEAUTISEAL	2291333
AKI, INC.	ARCADE	2078154
AKI, INC.	ARCADE	1928276
AKI, INC.	DISCOVER	1930422
AKI, INC.	SCENT SEAL	1849234
Le Papillon, Ltd.	VIALPAQ	1613883
AKI, INC.	SCENTSTRIP	1257538
AKI, INC.	MICROFRAGRANCE	913585