

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marietta Corporation		02/27/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Collateral Agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Swiss Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2340436		
<b>Registration Number:</b>	2448437	AROMAE	
<b>Registration Number:</b>	4518675	ASTOR AND COOPER	
<b>Registration Number:</b>	4518678	ASTOR AND COOPER NEW YORK	
<b>Registration Number:</b>	1996168	CAMBRIA & TAYLOR	
<b>Registration Number:</b>	4129353	EARTH'S ACCENTS	
<b>Registration Number:</b>	2304271	FOR YOU. FOR THE EARTH.	
<b>Registration Number:</b>	1701293	FRESH 'N' MINTY	
<b>Registration Number:</b>	1954582	LORD & MAYFAIR	
<b>Registration Number:</b>	1659351	LORD & MAYFAIR	
<b>Registration Number:</b>	4386531	MARIETTA	
<b>Registration Number:</b>	4344976	MARIETTA EXPERIENCE THE DIFFERENCE	
<b>Serial Number:</b>	86362969	MOMENTS BODYCARE	
<b>Registration Number:</b>	3971305	PAYA	
<b>Registration Number:</b>	2168558	PROTERRA	
<b>Serial Number:</b>	85228486	RE-UZE	
<b>Registration Number:</b>	3172120	SERENE ELEMENTS	
<b>Serial Number:</b>	85652919	SPA 360	
<b>Registration Number:</b>	1898492	SUN & SAND	

CH \$515.00 2340436

Property Type	Number	Word Mark
Registration Number:	1819633	
<b>CORRESPONDENCE DATA</b>		
Fax Number:	2124920104	
	<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) 373-3104	
Email:	vmann@paulweiss.com, jrwambuya@paulweiss.com, dewilliams@paulweiss.com	
Correspondent Name:	Virginia F. Mann	
Address Line 1:	1285 Avenue of the Americas	
Address Line 4:	New York, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	018600-00013	
NAME OF SUBMITTER:	Virginia F Mann	
SIGNATURE:	/VIRGINIA F MANN/	
DATE SIGNED:	03/24/2015	
<b>Total Attachments: 5</b>		
source=Trademark Security Agreement - ABL Facility (Marietta) (EXECUTION VERSION)#page1.tif		
source=Trademark Security Agreement - ABL Facility (Marietta) (EXECUTION VERSION)#page2.tif		
source=Trademark Security Agreement - ABL Facility (Marietta) (EXECUTION VERSION)#page3.tif		
source=Trademark Security Agreement - ABL Facility (Marietta) (EXECUTION VERSION)#page4.tif		
source=Trademark Security Agreement - ABL Facility (Marietta) (EXECUTION VERSION)#page5.tif		

**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 27, 2015, by MARIETTA CORPORATION (“Grantor”), in favor of UBS AG, STAMFORD BRANCH in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the “Collateral Agent”) (this “Notice”).

**WITNESSETH:**

WHEREAS, by operation of a Supplement dated as of the date hereof (the “Supplement”) to an ABL U.S. Security Agreement dated as of May 23, 2013 (the “Security Agreement”) in favor of the Collateral Agent, the Grantor is a party to the Security Agreement, pursuant to which the Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Supplement and the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) the Trademarks of the United States of America of such Grantor, including those listed on Schedule I attached hereto, and the goodwill symbolized by or associated with such Trademarks; provided, that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Supplement and the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Notice.

SECTION 5. Counterparts. This Notice may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

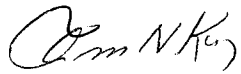
SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MARIETTA CORPORATION

By:   
Name: Thomas H. King  
Title: Chief Financial Officer

*[Signature Page to Notice of Grant of Security Interest In Trademarks – ABL (Marietta)]*

**TRADEMARK**  
**REEL: 005484 FRAME: 0976**

Accepted and Agreed:



UBS AG, STAMFORD BRANCH, as  
Collateral Agent

By:   
Name: Craig Pearson  
Title: Associate Director  
Banking Product Services, US

By:   
Name:  
Title:  
Banking Product Services, US

**Schedule I**

**Trademarks**

App. No.	Reg. No.	Country	Trademark	Owner
75595572	2340436	US		Marietta Corporation
75819773	2448437	US	AROMAE	Marietta Corporation
85778260	4518675	US	ASTOR AND COOPER	Marietta Corporation
85779576	4518678	US	ASTOR AND COOPER NEW YORK	Marietta Corporation
74611747	1996168	US	CAMBRIA & TAYLOR	Marietta Corporation
85127801	4129353	US	EARTH'S ACCENTS	Marietta Corporation
75615092	2304271	US	FOR YOU. FOR THE EARTH.	Marietta Corporation
74029251	1701293	US	FRESH 'N' MINTY	Marietta Corporation
74604725	1954582	US	LORD & MAYFAIR	Marietta Corporation
74025184	1659351	US	LORD & MAYFAIR (and design)	Marietta Corporation
85651984	4386531	US	MARIETTA	Marietta Corporation
85290694	4344976	US	MARIETTA EXPERIENCE THE DIFFERENCE	Marietta Corporation
86362969	Pending	US	MOMENTS BODYCARE	Marietta Corporation
77846297	3971305	US	PAYA	Marietta Corporation
75230717	2168558	US	PROTERRA	Marietta Corporation
85228486	Pending	US	RE-UZE	Marietta Corporation
78436236	3172120	US	SERENE ELEMENTS	Marietta Corporation
85652919	Pending	US	SPA 360	Marietta Corporation
85/652919	1898492	US	SUN & SAND	Marietta Corporation
74395788	1819633	US		Marietta Corporation