

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROWN LABORATORIES, INC.		02/19/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	HAYFIN SERVICES LLP		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	Limited Liability Partnership: UNITED KINGDOM		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	4470485	ALA-CORT	
Registration Number:	4470484	ALA-QUIN	
Registration Number:	4860732	ALA-QUIN	
Registration Number:	4470486	ALA-SCALP	
Registration Number:	5082708	ALA-SCALP	
Registration Number:	4334276	ALA SEB	
Registration Number:	4334278	ALA SEB T	
Serial Number:	87435307	AZDRIA	
Registration Number:	4470557	BASLÉ	
Registration Number:	2501179	BLUE LIZARD	
Registration Number:	4752837	BLUE LIZARD	
Serial Number:	87435102	CORDURMIS	
Serial Number:	87231181	DAXBIA	
Serial Number:	87434565	DAXBIA	
Registration Number:	4470482	DELBASE	
Registration Number:	4334280	DEL CLENS	
Registration Number:	4637799	DERMASORB	
Serial Number:	87435261	FRESANA	
Registration Number:	4752834		
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	87632197	MED-DERM PHARMACEUTICALS
Serial Number:	87632227	M MED-DERM PHARMACEUTICALS
Registration Number:	4970617	NYATA
Registration Number:	4884156	REA LO
Registration Number:	4330493	REA LO 30
Registration Number:	4582932	REA LO 40
Registration Number:	5186886	SMART BOTTLE
Registration Number:	2821427	SORBOLENE
Registration Number:	4330496	SULFO LO
Registration Number:	3820451	ULCER EASE
Registration Number:	1106969	ULCEREASE
Registration Number:	5176843	ULCER EASE
Registration Number:	3206299	DESENEX
Registration Number:	3958823	MINERAL ICE
Registration Number:	1895842	
Registration Number:	0966901	PANOXYL
Registration Number:	1277492	SARNA
Registration Number:	2839726	SARNA
Registration Number:	0751939	ZEASORB
Registration Number:	3453102	ZEASORB

CORRESPONDENCE DATA

Fax Number: 7037607777

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: 703-760-7360

Email: hcheng@mofo.com

Correspondent Name: Hsiao-Ting Cheng

Address Line 1: 1650 Tysons Boulevard

Address Line 2: Suite 400

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	72862-9
NAME OF SUBMITTER:	Jeffrey Xu
SIGNATURE:	/Jeffrey Xu/
DATE SIGNED:	02/20/2019

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2019 (this "Agreement"), is made by CROWN LABORATORIES, INC., a Tennessee corporation (the "Grantor"), in favor of HAYFIN SERVICES LLP, as administrative agent for the Lenders (as defined below) under the Credit Agreement referred to below (together with its successors, transferees or assignees, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 16, 2015 (the "Original Credit Agreement"), by and among the Grantor, as the borrower, the lenders party thereto and the Agent, as amended and restated, including by the Third Amended and Restated Credit Agreement and Guaranty, dated as of November 30, 2018 (as further amended or otherwise modified from time to time, the "Credit Agreement"), by and among Crown Laboratories Holdings, Inc., Crown Holdings Interco LLC, the Grantor, as the borrower, the lenders party thereto (each a "Lender" and collectively, the "Lenders") and the Agent (the Lenders and the Agent, collectively, the "Secured Parties"), the Lenders have made loans to the Grantor;

WHEREAS, in connection with the Original Credit Agreement, the Grantor executed and delivered a Pledge and Security Agreement, dated as of September 16, 2015 (as amended or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.01(d) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers of the Grantor, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I, whether currently in use or not, all registrations and recordings thereof and all

applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent, for the benefit of the Secured Parties, thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent, for the benefit of the Secured Parties, hereunder and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

SECTION 9. Amendment and Restatement. This Agreement amends and restates the Trademark Security Agreement, dated as of September 16, 2015, made by the Grantor in favor of the Agent (the "Original Trademark Security Agreement") but does not constitute and, is not intended to create, a novation or accord and satisfaction. All security interests and other Liens granted or conveyed with respect to the Trademark Collateral pursuant to the Original Trademark Security Agreement shall continue in full force and effect and shall constitute Trademark Collateral hereunder, and nothing in this Agreement shall be construed to constitute a termination, release or extinguishment of any Lien in favor of the Agent that was in effect immediately prior to the date hereof.

[Signature Pages Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

CROWN LABORATORIES, INC., as the Grantor

By: 

Name: Jeffery A. Bedard

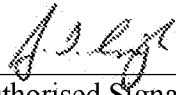
Title: President and Chief Executive Officer

[Signature page to Amended and Restated Trademark Security Agreement]

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TRADEMARK
REEL: 006568 FRAME: 0143

HAYFIN SERVICES LLP, as administrative agent
for the Lenders under the Credit Agreement

By:  _____
Authorized Signatory

[Signature page to Amended and Restated Trademark Security Agreement]


SCHEDULE I
to Trademark Security Agreement

Item A Trademarks

Registered Trademarks

Mark	Country	Serial No.	Registration No.	Owner
Ala-Cort	USA	85960217	4470485	Crown Laboratories, Inc.
Ala-Quin	USA	85960210	4470484	Crown Laboratories, Inc.
Ala-Quin:stylized mark	USA	86387807	4860732	Crown Laboratories, Inc.
Ala-Scalp	USA	85960219	4470486	Crown Laboratories, Inc.
Ala-Scalp (stylized mark)	USA	86410647	5082708	Crown Laboratories, Inc.
Ala Seb	USA	85723020	4334276	Crown Laboratories, Inc.
Ala Seb T	USA	85723028	4334278	Crown Laboratories, Inc.
Azdria	USA	87435307	Pending App.	Crown Laboratories, Inc.
Baslé	USA	85961277	4470557	Crown Laboratories, Inc.
Blue Lizard-name-words alone	Australia	1628212	1628212	Crown Laboratories, Inc.
Blue Lizard-name-words alone	Egypt	1107471	1107471	Crown Laboratories, Inc.
Blue Lizard-name-words alone	European Union	1107471	1107471	Crown Laboratories, Inc.
Blue Lizard-name-words alone	Singapore	1107471	1107471	Crown Laboratories, Inc.
Blue Lizard-name-words alone	Turkey	1107471	1107471	Crown Laboratories, Inc.
Blue Lizard-name-words alone	USA	75404434	2501179	Crown Laboratories, Inc.
Blue Lizard (stylized mark)	USA	86202075	4752837	Crown Laboratories, Inc.
Blue Lizard	Hong Kong	303105305	303105305	Crown Laboratories, Inc.
Blue Lizard	Taiwan	103048471	01711523	Crown Laboratories, Inc.
Blue Lizard	Canada	1835464	Pending App.	Crown Laboratories, Inc.

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Mark	Country	Serial No.	Registration No.	Owner
Blue Lizard (stylized mark)	Canada	1835465	Pending App.	Crown Laboratories, Inc.
Blue Lizard	Mexico	1885408	1783758	Crown Laboratories, Inc.
Blue Lizard (stylized mark)	Mexico	1885417	1783759	Crown Laboratories, Inc.
Cordurmis	USA	87435102	Pending App.	Crown Laboratories, Inc.
Daxbia	USA	87231181	Pending App.	Crown Laboratories, Inc.
Daxbia with design	USA	87434565	Pending App.	Crown Laboratories, Inc.
Delbase	USA	85960182	4470482	Crown Laboratories, Inc.
Del Clens	USA	85723095	4334280	Crown Laboratories, Inc.
Dermasorb	USA	85844625	4637799	Crown Laboratories, Inc.
Fresana	USA	87435261	Pending App.	Crown Laboratories, Inc.
Lizard Logo with zig zag/old	Australia	783698	783698	Crown Laboratories, Inc.
Lizard Design-picture/new	USA	86202026	4752834	Crown Laboratories, Inc.
Med-Derm Pharmaceuticals	USA	87632197	Pending App.	Crown Laboratories, Inc.
Med-Derm Pharmaceuticals Logo	USA	87632227	Pending App.	Crown Laboratories, Inc.
Nyata	USA	86739577	4970617	Crown Laboratories, Inc.
Rea Lo	USA	86453445	4884156	Crown Laboratories, Inc.
Rea Lo 30	USA	85568371	4330493	Crown Laboratories, Inc.
Rea Lo 40	USA	85969046	4582932	Crown Laboratories, Inc.
Smart Bottle	USA	86387850	5186886	Crown Laboratories, Inc.
Sorbolene	USA	75742625	2821427	Crown Laboratories, Inc.
Sulfo Lo	USA	85568380	4330496	Crown Laboratories, Inc.
Ulcer Ease (Design)	USA	77757026	3820451	Crown Laboratories, Inc.
UlcerEase	USA	73120676	1106969	Crown Laboratories, Inc.
UE and Design (design & words)	USA	86485831	5176843	Crown Laboratories, Inc.
DESENEX	USA	78891518	3206299	Crown Laboratories, Inc.
MINERAL ICE	USA	77854690	3958823	Crown Laboratories, Inc.
	USA	74511774	1895842	Crown Laboratories, Inc.
PANOXYL	USA	72437359	966901	Crown Laboratories, Inc.
SARNA	USA	73387273	1277492	Crown Laboratories, Inc.
SARNA	USA	76487673	2839726	Crown Laboratories, Inc.

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Mark	Country	Serial No.	Registration No.	Owner
ZEASORB	USA	72100070	751939	Crown Laboratories, Inc.
ZEASORB	USA	77310643	3453102	Crown Laboratories, Inc.
DESENEX	Canada	0186012	UCA19932	Crown Laboratories, Inc.
MINERAL ICE	Canada	604796	TMA392994	Crown Laboratories, Inc.
PANOXYL (stylized)	Canada	399253	TMA223637	Crown Laboratories, Inc.
PANOXYL	Canada	1518902	838283	Crown Laboratories, Inc.
SARNA-P	Canada	653897	TMA424472	Crown Laboratories, Inc.
SARNA HC	Canada	562476	TMA324379	Crown Laboratories, Inc.
SARNA	Canada	562796	TMA324088	Crown Laboratories, Inc.
ZEASORB	Canada	277109	TMA134974	Crown Laboratories, Inc.
ZEASORB	Mexico	109750	398185	Crown Laboratories, Inc.

Item B Trademark Licenses

None