

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCT GROUP HOLDINGS LIMITED		01/23/2020	Corporation: D.C.
HCT PACKAGING INC.		01/23/2020	Corporation: NEW JERSEY
NB BEAUTY LIMITED		01/23/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: CONNECTICUT

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	87882148	UNREAL SERIES
Registration Number:	4772028	HCT GROUP
Registration Number:	4772027	HCT
Registration Number:	4876153	COOLING TIP TECHNOLOGY
Registration Number:	4665001	COOLING TIP TECHNOLOGY
Registration Number:	4672519	LAB NAILS
Registration Number:	5004136	
Serial Number:	88404251	EMA
Serial Number:	88404388	EMA
Serial Number:	88404411	ECO MODERN APPROACH
Serial Number:	88404414	ECO MODERN APPROACH
Serial Number:	88404493	DFR
Serial Number:	88404502	DFR
Serial Number:	88404509	DESIGNED FOR RECYCLING
Serial Number:	88404513	DESIGNED FOR RECYCLING
Serial Number:	88657837	H2PRO PROFESSIONAL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88657885	H2PRO PROFESSIONAL
Serial Number:	88672276	H2PRO

CORRESPONDENCE DATA

Fax Number: 8004947512
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:	1178923
NAME OF SUBMITTER:	Ashley Min Joo Kim
SIGNATURE:	/Ashley Min Joo Kim/
DATE SIGNED:	01/23/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of January 23, 2020, (this “Agreement”), by the GRANTORS set forth on the signature page hereto (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 US Pledge and Security Agreement, dated as of December 21, 2018 (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 Credit Agreement, dated as of December 21, 2018 (as amended by the Incremental Amendment dated as of August 22, 2019, the Amendment No. 2 to Credit Agreement, dated September 25, 2019, the [Incremental Amendment (Amendment No. 3 to Credit Agreement)], dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, Knowlton Development Corporation Inc., a corporation duly amalgamated under the laws of the Province of British Columbia (the “Canadian Borrower”), KDC US Holdings, Inc., a Virginia corporation (the “US Borrower” and, together with the Canadian Borrower, collectively, the “Borrowers”), Knowlton Development Holdco, Inc., a corporation duly constituted under the laws of the Province of British Columbia, as 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 and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or 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 of its 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 “Trademark Collateral”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights 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 Trademark 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 each 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 Trademark Collateral under this Agreement.

SECTION 5. 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.


[SIGNATURE PAGES FOLLOW]

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

HCT PACKAGING INC.

By: 
Name: Timothy Thorpe
Title: President and Chief Executive Officer

HCT GROUP HOLDINGS LIMITED

By: 
Name: Timothy Thorpe
Title: President and Chief Executive Officer

EXECUTED as a DEED by
NB BEAUTY LIMITED acting by:

By: _____
Name: Richard Flook
Title: Director

Witness Signature: _____
Witness Name:
Address:
Occupation:

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

HCT PACKAGING INC.

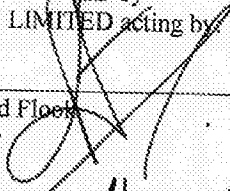
By: _____
Name: Timothy Thorpe
Title: President and Chief Executive Officer

HCT GROUP HOLDINGS LIMITED

By: _____
Name: Timothy Thorpe
Title: President and Chief Executive Officer

EXECUTED as a DEED by
NB BEAUTY LIMITED acting by:

By: _____
Name: Richard Flood
Title: Director

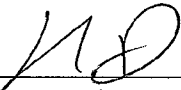
Witness Signature: 
Witness Name: MAAME SARPONG
Address: 37 FRAGNELL ROAD, LONDON SE12 0AF
Occupation: FINANCIAL CONTROLLER

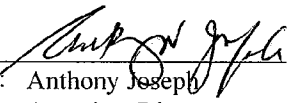
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006844 FRAME: 0014

ACKNOWLEDGED AND ACCEPTED:

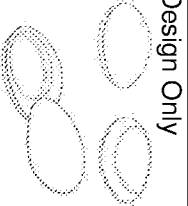
UBS AG, STAMFORD BRANCH
as Collateral Agent

By: 
Name: Housseem Daly
Title: Associate Director

By: 
Name: Anthony Joseph
Title: Associate Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Trademark	Status	Application Date	Application No.	Registration Date	Registration Number	Owner of Record
UNREAL SERIES	Allowed	4/18/2018	87/882148			HCT Packaging, Inc.
HCT GROUP	Registered	10/23/2014	86/432040	7/14/2015	4772028	HCT Packaging, Inc.
HCT	Registered	10/23/2014	86/432038	7/14/2015	4772027	HCT Packaging, Inc.
COOLING TIP TECHNOLOGY	Registered	10/23/2014	86/432034	12/22/2015	4876153	HCT Packaging, Inc.
COOLING TIP TECHNOLOGY	Registered	1/20/2014	86/170233	12/30/2014	4665001	HCT Packaging, Inc.
LAB NAILS	Registered	11/20/2012	85/982797	1/13/2015	4672519	HCT Packaging, Inc.
Design Only 	Registered	11/18/2014	86/457831	7/19/2016	5004136	HCT Group Holdings Limited
EMA	Allowed	4/26/2019	88/404251			HCT Group Holdings Limited

EMA	Allowed	4/26/2019	88/404388			HCT Group Holdings Limited
ECO MODERN APPROACH	Pending	4/26/2019	88/404411			HCT Group Holdings Limited
ECO MODERN APPROACH	Pending	4/26/2019	88/404414			HCT Group Holdings Limited
DFR	Pending	4/26/2019	88/404493			HCT Group Holdings Limited
DFR	Pending	4/26/2019	88/404502			HCT Group Holdings Limited

DESIGNED FOR RECYCLING	Pending	4/26/2019	88/404509			HCT Group Holdings Limited
DESIGNED FOR RECYCLING	Pending	4/26/2019	88/404513			HCT Group Holdings Limited
H2PRO PROFESSIONAL	Pending (USE)	10/17/2019	88/657837			NB Beauty Limited
H2PRO PROFESSIONAL	Pending (USE)	10/17/2019	88/657885			NB Beauty Limited
H2PRO	Pending (USE)	10/29/2019	88/672276			NB Beauty Limited