

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593215

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BARCLAYS BANK PLC		08/20/2020	BANK: ENGLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MARIETTA CORPORATION		
<b>Street Address:</b>	37 HUNTINGTON ST.		
<b>City:</b>	CORTLAND		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13045		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<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>	2304271	FOR YOU. FOR THE EARTH.	
<b>Registration Number:</b>	1701293	FRESH 'N' MINTY	
<b>Registration Number:</b>	1659351	LORD & MAYFAIR	
<b>Registration Number:</b>	4386531	MARIETTA	
<b>Registration Number:</b>	3971305	PAYA	
<b>Registration Number:</b>	2168558	PROTERRA	
<b>Registration Number:</b>	3172120	SERENE ELEMENTS	
<b>Registration Number:</b>	5049967	SPA 360	
<b>Registration Number:</b>	2340436		
<b>Registration Number:</b>	1898492	SUN & SAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		

CH \$340.00 2448437

**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 47245.017 ABL 2015-MC

**NAME OF SUBMITTER:** Kimberley A. Lathrop

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 08/20/2020

**Total Attachments: 7**

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## Partial Release of Security Interest in Intellectual Property

**THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Partial Release**”) is entered into as of August 20, 2020 by Barclays Bank PLC, as collateral agent (the “**Collateral Agent**” or the “**Assignee**”) for the lenders party to that ABL Credit Agreement, dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time the “**Credit Agreement**”), among Kronos Acquisition Intermediate Inc., as Holdings, Kronos Acquisition Holdings Inc., as the Top Borrower (the “**Top Borrower**”), each other borrower party thereto, each lender from time to time party thereto, and Collateral Agent, as the administrative agent.

**WHEREAS**, pursuant to the terms and conditions of that certain ABL Pledge and Security Agreement, dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified immediately prior to the date hereof, the “**Security Agreement**”; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the IP Security Agreement as applicable), Marietta Corporation, a New York corporation (the “**Assignor**”) granted to the Assignee a continuing security interest in and lien on all of its right, title and interest in and to the IP Collateral;

**WHEREAS**, reference is made to that certain Intellectual Property Security Agreement dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified immediately prior to the date hereof, the “**IP Security Agreement**”), which granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all of the right, title and interest of the Assignor (or the relevant predecessor in interest, as applicable) in and to the IP Collateral (as defined in the IP Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule A hereto; each Patent registration and application referred to in Schedule B hereto; and each Copyright registration referred to in Schedule C hereto;

**WHEREAS**, such IP Security Agreement was recorded with the Trademark division of the USPTO on August 26, 2015 in Reel 005610 Frame 0793;

**WHEREAS**, such IP Security Agreement was recorded with the Patent division of the USPTO on August 26, 2015 in Reel 036427 Frame 0334;

**WHEREAS**, such IP Security Agreement was recorded with the United States Copyright Office on August 27, 2015 at Volume 9926, Doc. No. 435; and

**WHEREAS**, the Top Borrower has requested pursuant to Article 8 of the Credit Agreement and Section 7.12 of the Security Agreement that the Collateral Agent execute and deliver this Partial Release to evidence and acknowledge the termination and release of the security interest in and lien on the IP Collateral solely listed on Schedule A, Schedule B and Schedule C hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent agree as follows:

Section 1. *Partial Release of Security Interest in IP Collateral.* The Collateral Agent hereby terminates and releases and acknowledges the termination and release of any and all security interests it has in or against the IP Collateral listed on Schedule A, Schedule B and Schedule C hereto. For the avoidance of doubt, this Partial Release does not terminate or release the Collateral

Agent's security interest in and lien on the IP Collateral not listed on Schedule A, Schedule B or Schedule C hereto.

Section 2. Recordation of Partial Release. The Collateral Agent hereby authorizes and requests that the USPTO record this Partial Release.

Section 3. Governing Law. This Partial Release shall be governed by and construed in accordance with the laws of the State of New York.

***[Remainder of page intentionally left blank]***

IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be executed by its duly authorized representative:

**BARCLAYS BANK PLC**, as Collateral Agent

By: 

Name:

Title:


**Arvind Admal**  
**Vice President**

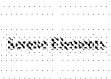
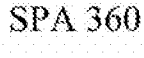

[Signature Page to Partial Release]

**TRADEMARK**  
**REEL: 007030 FRAME: 0248**

Schedule A

Trademarks

Owner	Trademark	Application No.	Registration No.	Registration Date
Marietta Corporation	AROMAE 	75819773	2448437	May 1 2001
Marietta Corporation	ASTOR AND COOPER 	85778260	4518675	Apr 22 2014
Marietta Corporation	ASTOR AND COOPER NEW YORK (Stylized) 	85779576	4518678	Apr 22 2014
Marietta Corporation	FOR YOU. FOR THE EARTH.  FOR YOU. FOR THE EARTH.	75615092	2304271	Dec 28 1999
Marietta Corporation	FRESH 'N' MINTY	74029251	1701293	Jul 21 1992
Marietta Corporation	LORD & MAYFAIR & (Stylized)  Lord & Mayfair	74025184	1659351	Oct 8 1991
Marietta Corporation	MARIETTA  Marietta	85651984	4386531	Aug 20 2013
Marietta Corporation	PAYA  PAYA	77846297	3971305	May 31 2011
Marietta Corporation	PROTERRA	75230717	2168558	Jun 23 1998

Owner	Trademark	Application No.	Registration No.	Registration Date
Marietta Corporation	SERENE ELEMENTS 	78436236	3172120	Nov 14 2006
Marietta Corporation	SPA 360 	85652919	5049967	Sep 27 2016
Marietta Corporation	<i>Design Only</i> 	75595572	2340436	Apr 11 2000
Marietta Corporation	SUN & SAND	74516739	1898492	Jun 13 1995

**Schedule B**

**Patents**

<b>Title</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Country</b>	<b>Owner</b>
BAR OF SOAP	1/29/2016	29/553280	10/9/2018	D830629	United States of America	MARIETTA CORPORATION <sup>1</sup>

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<sup>1</sup> Formally owned by KIK Custom Products, Inc.



Schedule C

Copyrights

<b>Title</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Country</b>	<b>Owner</b>
Sun & Sand	1/23/1991	TX000301323	United States of America	MARIETTA CORPORATION