

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		08/20/2020	BANK: ENGLAND
RECEIVING PARTY DATA			
Name:	MARIETTA CORPORATION		
Street Address:	37 HUNTINGTON ST.		
City:	CORTLAND		
State/Country:	NEW YORK		
Postal Code:	13045		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2448437	AROMAE	
Registration Number:	4518675	ASTOR AND COOPER	
Registration Number:	4518678	ASTOR AND COOPER NEW YORK	
Registration Number:	2304271	FOR YOU. FOR THE EARTH.	
Registration Number:	1701293	FRESH 'N' MINTY	
Registration Number:	1659351	LORD & MAYFAIR	
Registration Number:	4386531	MARIETTA	
Registration Number:	3971305	PAYA	
Registration Number:	2168558	PROTERRA	
Registration Number:	3172120	SERENE ELEMENTS	
Registration Number:	5049967	SPA 360	
Registration Number:	2340436		
Registration Number:	1898492	SUN & SAND	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	310-557-2900		
Email:	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 TL 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 Term Loan 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 Term Loan 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 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 United States Patent and Trademark Office (“**USPTO**”) on August 26, 2015 in Reel 005609 Frame 0344;

WHEREAS, such IP Security Agreement was recorded with the Patent division of the USPTO on August 26, 2015 in Reel 036427 Frame 0038;

WHEREAS, such IP Security Agreement was recorded with the United States Copyright Office on August 27, 2015 at Volume 9926, Doc. No. 438; 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

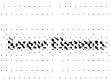


[Signature Page to Partial Release]

TRADEMARK
REEL: 007030 FRAME: 0266

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) 	74025184	1659351	Oct 8 1991
Marietta Corporation	MARIETTA 	85651984	4386531	Aug 20 2013
Marietta Corporation	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

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

¹ Formally owned by KIK Custom Products, Inc.

Schedule C

Copyrights

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