

LOAN AGREEMENT

LOAN AGREEMENT dated as of May 3, 2019 among [REDACTED] K [REDACTED] mer [REDACTED] Holdings LLC, [REDACTED] are limited liability company ("C-PAK"), [REDACTED] K [REDACTED] mer [REDACTED] P [REDACTED] V LLC, [REDACTED] are limited liability company ("C-PAK"), and [REDACTED] collectively, jointly and severally with C-PAK, the "Borrowers", and each individually, a "Borrower", C-Pak Consumer Product Holdings SPV I LLC, a Delaware limited liability company ("Holdings"), the Subsidiaries of Holdings that are Guarantors or become Guarantors hereunder pursuant to Section 8.10 hereof, the Lenders from time to time party hereto, Piney Lake Opportunities ECI Master Fund LP ("Piney Lake"), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent", and together with the Administrative Agent, each an "Agent" and collectively the "Agents").

Introductory Statement

WHEREAS, the Borrowers have requested that the Lenders extend term loans to the Borrowers on the Closing Date in the aggregate principal amount of \$22,000,000, on the terms and subject to the conditions set forth herein, the proceeds of which term loans the Borrowers will use in accordance with Section 8.12; and

WHEREAS, the Lenders desire to extend such term loans to the Borrowers, the Administrative Agent desires to act as administrative agent for the Lenders, and the Collateral Agent desires to act as collateral agent for the Secured Parties, in each case on and subject to the terms and conditions of this Loan Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, in reliance upon the representations, warranties and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. As used herein, the following terms have the meanings specified in this Section 1.01 unless the context otherwise requires:

"Account Control Agreement" means, with respect to a deposit account or a securities account (other than an Excluded Deposit Account), an account control agreement in form and substance reasonably satisfactory to the Collateral Agent, executed and delivered by the Loan Party owning such account, the Collateral Agent, and the applicable depository bank or securities intermediary, as applicable, which account control agreement provides the Collateral Agent with, among other things, "control" over such account (as defined in, and for purposes of, the UCC) and the cash or investment property therein, as applicable.