

05-21-2004



OVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, please forward the attached original documents or copy thereof

1. Name of conveying party(ies):
Aromatic Technologies, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: May 13, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address : 311 South Wacker Drive, Suite 4400

City: Chicago State: IL Zip: 60606

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

X Corporation State DE

☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)

See Attached Schedule I

B. Trademark Registration

See Attached Schedule I

Additional numbers attached? Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Terese M. Scholl

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

13

7. Total fee (37 CFR 3.41) \$ 340.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/21/2004 ECUOPER 00000022 1539454

DO NOT USE THIS SPACE

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02 FC:8582

40.00 00
300.00 00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

05/18/04

Date

6

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002971 FRAME: 0169

ATI
Schedule I
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
AROMA-TECH	R/N 1,559,454	October 10, 1989
FRAGRANCE IMAGE ARTISTS	R/N 1,567,625	November 21, 1989
AROMA POLY	R/N 2,139,441	February 24, 1998
AROMA PUFFS	R/N 2,094,101	September 9, 1997
NEUTREX	R/N 2,015,169	November 12, 1996
SENSI-TECH	R/N 2,153,279	April 28, 1998
AROMACLEAR	R/N 2,239,277	April 13, 1999
TREASAIRES	R/N 2,693,613	March 4, 2003
AROMAPEARL	R/N 2,304,470	December 28, 1999
AROMAGEL	R/N 2,258,557	July 6, 1999
AROMACRYSTAL	R/N 2,772,329	October 7, 2003

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>S/N</u>	<u>DATE</u>
VANIWHITE	S/N 76/514,208 Basis: 1(b) (Intent-to-Use)	Filed May 12, 2003
INTELLIGENT FRAGRANCE	S/N 76/514,206 Basis: 1(b) (Intent-to-Use)	Filed May 12, 2003

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 13, 2004, is between **AROMATIC TECHNOLOGIES, INC.**, a Delaware corporation (the “**Grantor**”) and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the “**Grantee**”) for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark licenses listed on Schedule I annexed hereto;

WHEREAS, Grantor and certain of its Affiliates (the “**Borrowers**”), have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, Antares Capital Corporation, as agent (“**Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), and as a Lender, and the other Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Grantee and the other “**Debtors**” party thereto, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “**Liabilities**” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of

any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule I and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

AROMATIC TECHNOLOGIES, INC.,
a Delaware corporation

By: Richard Green, Jr.
Name: Richard Green
Title: VP / CFO

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