

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swisher International, Inc.		03/25/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4361469		
Registration Number:	4314536	E SWISHER	
Registration Number:	4359143	E SWISHER A NAME YOU CAN TRUST REAL SATI	
Registration Number:	4371513	SWISHER SWEETS SS	
Registration Number:	4387127	SS SWISHER SWEETS TROPICAL FUSION	
Registration Number:	4456409	COME ON OVER	
Registration Number:	4433920	GOLD STRIKE	
Registration Number:	4467648	KISMET	
Serial Number:	86013890	BANANA SMASH	
Serial Number:	86013998	BIRTHDAY BASH	
Serial Number:	85836756	HOME MADE	
Serial Number:	86015361	ISLAND BASH	
Serial Number:	86013921	ISLAND MADNESS	
Serial Number:	86015347	ISLANDER	
Serial Number:	85781366	NIRVANA	
Serial Number:	86009179	STICKY SWEETS	
Serial Number:	86013941	TROPICAL STORM	
Serial Number:	86189439	AU BY ROYAL GOLD	
Serial Number:	86189284	JHS RESERVE	
Serial Number:	86204908	MAN CAN	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86113579	STARR FINEST QUALITY
Serial Number:	86190775	SUMMER TWIST
Serial Number:	86125501	SWERVE

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1674
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	04/18/2014

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 25, 2014 is made by Swisher International, Inc., a Delaware corporation, located at 20 Thorndal Circle, Darien, CT 06820 (the “Borrower”), in favor of JPMorgan Chase Bank, N.A., a national banking association, with offices located at 270 Park Avenue, New York, New York 10017-2070, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 25, 2012 (as amended by the First Amendment, dated as of July 9, 2013, as further amended by the Second Amendment, dated as of September 30, 2013, and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrower, Swisher International Group Inc. (the “Parent”), the Lenders and the Agent, as well as parties to the Guarantee and Collateral Agreement, dated as of April 25, 2012 (as amended and restated as of September 30, 2013, as further amended by the First Amendment to Amended and Restated Guarantee and Collateral Agreement, dated as of March 25, 2014, and as further amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) among the Borrower, the Parent, each of the subsidiaries of the Borrower signatories thereto, the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

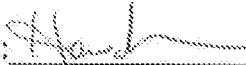
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

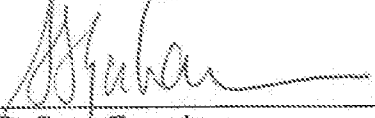
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SWISHER INTERNATIONAL, INC.

By: 
Name: Howard Romanow
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 

Name: D. Scott Farquhar
Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations

Trademark	Reg. #	Appl. #	Owner
[Design Only – Shield and Wreath Design]	4,361,46 9	8578165 3	Swisher International, Inc.
E SWISHER [& Design]	4,314,53 6	8556965 0	Swisher International, Inc.
E SWISHER A NAME YOU CAN TRUST REAL SATISFACTION	4,359,14 3	8562913 5	Swisher International, Inc.
SWISHER SWEETS [& Design]	4,371,51 3	8578157 7	Swisher International, Inc.
SWISHER SWEETS TROPICAL FUSION	4,387,12 7	8577618 1	Swisher International, Inc.
COME ON OVER	4,456,40 9	8578105 6	Swisher International, Inc.
GOLD STRIKE	4,433,92 0	8581891 6	Swisher International, Inc.
KISMET	4,467,64 8	8578142 4	Swisher International, Inc.

U.S. Trademark Applications

Trademark	Reg. #	Appl. #	Owner
BANANA SMASH	N/A	86013890	Swisher International, Inc.
BIRTHDAY BASH	N/A	86013998	Swisher International, Inc.
HOME MADE	N/A	85836756	Swisher International, Inc.
ISLAND BASH	N/A	86015361	Swisher International, Inc.
ISLAND MADNESS	N/A	86013921	Swisher International, Inc.
ISLANDER	N/A	86015347	Swisher International, Inc.
NIRVANA	N/A	85781366	Swisher International, Inc.
STICKY SWEETS	N/A	86009179	Swisher International, Inc.
TROPICAL STORM	N/A	86013941	Swisher International, Inc.
AU BY ROYAL GOLD	N/A	86189439	Swisher International, Inc.
JHS RESERVE	N/A	86189284	Swisher International, Inc.
MAN CAN	N/A	86204908	Swisher International, Inc.
STARR [& Design]	N/A	86113579	Swisher International, Inc.
SUMMER TWIST	N/A	86190775	Swisher International, Inc.
SWERVE	N/A	86125501	Swisher International, Inc.

[Signature Page to Trademark Security Agreement]