

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM324209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights (recorded 4/18/14 at Reel/Frame 5264/0652)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		11/19/2014	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Swisher International, Inc.		
<b>Street Address:</b>	20 Thorndal Circle		
<b>City:</b>	Darien		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06820		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4361469		
<b>Registration Number:</b>	4314536	E SWISHER	
<b>Registration Number:</b>	4359143	E SWISHER A NAME YOU CAN TRUST REAL SATI	
<b>Registration Number:</b>	4371513	SWISHER SWEETS SS	
<b>Registration Number:</b>	4387127	SS SWISHER SWEETS TROPICAL FUSION	
<b>Registration Number:</b>	4456409	COME ON OVER	
<b>Registration Number:</b>	4433920	GOLD STRIKE	
<b>Registration Number:</b>	4467648	KISMET	
<b>Serial Number:</b>	86013890	BANANA SMASH	
<b>Serial Number:</b>	86013998	BIRTHDAY BASH	
<b>Serial Number:</b>	85836756	HOME MADE	
<b>Serial Number:</b>	86015361	ISLAND BASH	
<b>Serial Number:</b>	86013921	ISLAND MADNESS	
<b>Serial Number:</b>	86015347	ISLANDER	
<b>Serial Number:</b>	85781366	NIRVANA	
<b>Serial Number:</b>	86009179	STICKY SWEETS	
<b>Serial Number:</b>	86013941	TROPICAL STORM	
<b>Serial Number:</b>	86189439	AU BY ROYAL GOLD	
<b>Serial Number:</b>	86189284	JHS RESERVE	
		<b>TRADEMARK</b>	

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Property Type	Number	Word Mark
Serial Number:	86204908	MAN CAN
Serial Number:	86113579	STARR FINEST QUALITY
Serial Number:	86190775	SUMMER TWIST
Serial Number:	86125501	SWERVE

  

**CORRESPONDENCE DATA**

Fax Number: 9192868199

*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.*

Phone: 919 286-8000

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625.004906
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	11/24/2014

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 19, 2014 from JPMorgan Chase Bank, N.A., a New York corporation with offices located at 270 Park Avenue, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time 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, as further amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), to Swisher International, Inc., a Delaware corporation, located at 20 Thorndal Circle, Darien, Connecticut, 06820 (the "Borrower").

**WITNESSETH:**

WHEREAS, in connection with the Credit Agreement, Agent, Borrower, and others party thereto executed 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 the 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").

WHEREAS, pursuant to both the Guarantee and Collateral Agreement and that certain "Grant of Security Interest in Trademark Rights" dated as of April 25, 2012, among the Agent and Borrower (the "Security Agreement"), a continuing security interest and right of setoff (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined), and Borrower agreed to assign, transfer, and convey the Trademark Collateral to Agent in the event certain circumstances were to arise;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 18, 2014, at Reel 5264 and Frame 0652; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Credit Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest and Confirmation. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. Other than the Security Interest in the Trademark Collateral, the Agent hereby confirms that Borrower did not assign, transfer, or convey any of its right, title, or interest in the Trademark Collateral to Agent.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A.

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.