

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCENTAIR TECHNOLOGIES, LLC		12/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3653451	SCENTAIR	
Registration Number:	3662661	SCENTAIR	
Serial Number:	86367034	SCENTCONNECT	
Registration Number:	3991678	SCENTDIRECT	
Registration Number:	3614123	SCENTSTREAM	
Registration Number:	3352475	SCENTWAVE	
Registration Number:	3751931	ACCSCENT	
Registration Number:	3751929	WHISPERSCENT	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	SCENTAIR - 14868.015022		

CH \$215.00 3653451

NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	12/30/2014
Total Attachments: 6 source=ScentAir - Trademark Security Agreement#page1.tif source=ScentAir - Trademark Security Agreement#page2.tif source=ScentAir - Trademark Security Agreement#page3.tif source=ScentAir - Trademark Security Agreement#page4.tif source=ScentAir - Trademark Security Agreement#page5.tif source=ScentAir - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2014, by SCENTAIR TECHNOLOGIES, LLC (“Grantor”), in favor of GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent (the “Collateral Agent”) for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof by and among Grantor, SCENTAIR HOLDINGS, INC., and certain Subsidiaries of Grantor party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, GOLDMAN SACHS BANK USA, as Administrative Agent, Collateral Agent and Lead Arranger, and others party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), Lenders have agreed to make the Loans and certain financial accommodations to Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, ScentAir Holdings, Inc. and certain Subsidiaries of Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority (subject only to Permitted Liens) security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including the United States trademark registrations and trademark applications referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

- (d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
 4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
 6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCENTAIR TECHNOLOGIES, LLC

By: 

Name: Andrew Kindfuller

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005431 FRAME: 0702

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA,
A New York State-Chartered Bank,
as the Collateral Agent

By:


Name: Greg Watts

Title: Authorized Signatory

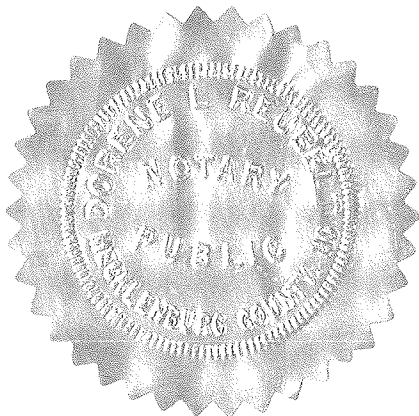
ACKNOWLEDGMENT OF GRANTORS

STATE OF NC)
COUNTY OF Mecklenburg)

ss.

On this 22 day of December, 2014 before me personally appeared Andrew Kindfuller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SCENTAIR TECHNOLOGIES, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Dorene L. Reubell
Notary Public



[Acknowledgment to Trademark Security Agreement]

TRADEMARK
REEL: 005431 FRAME: 0704

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Country	Filing Date	Application Number	Registration Date	Registration Number	Owner
SCENTAIR	UNITED STATES	6/10/2008	77/494,907	7/14/2009	3,653,451	ScentAir Technologies, LLC
SCENTAIR & Design	UNITED STATES	6/10/2008	77/494,955	8/4/2009	3,662,661	ScentAir Technologies, LLC
SCENTCONNECT	UNITED STATES	8/14/2014	86/367,034			ScentAir Technologies, LLC
SCENTDIRECT	UNITED STATES	3/23/2010	77/966,199	7/12/2011	3,991,678	ScentAir Technologies, LLC
SCENTSTREAM	UNITED STATES	6/10/2008	77/494,973	4/28/2009	3,614,123	ScentAir Technologies, LLC
SCENTWAVE	UNITED STATES	8/30/2006	78/963,496	12/11/2007	3,352,475	ScentAir Technologies, LLC
ACCSCENT	UNITED STATES	7/15/2009	77/781,304	2/23/2010	3,751,931	ScentAir Technologies, LLC
WHISPERSCENT	UNITED STATES	7/15/2009	77/781,300	2/23/2010	3,751,929	ScentAir Technologies, LLC