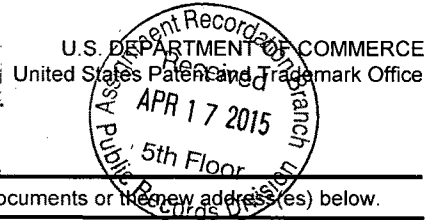


04/17/2015



103671949



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents on the new address(es) below.

1. Name of conveying party(ies):

ENVIROSCENT, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 30, 2015

- Assignment
- Security Agreement
- Other: Rider to Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ATLANTIC CAPITAL BANK

Street Address: Terminus 100, 3280 Peachtree Road N.E.

City: Atlanta

State: GA

Country: USA Zip: 30305

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Banking Assoc. Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4158394; 4485788; 3789165; 4251052; 4391449; 3727764;

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Serial Number 86/519,141 filing date 1/30/2015; Serial Number 76/716,669 filed 7/18/2014

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

Name: Bradley E. Wahl

Internal Address: Nelson Mullins Riley & Scarborough, LLP

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: GA Zip: 30363

Phone Number: 404-322-6250

Docket Number:

Email Address: bradley.wahl@nelsonmullins.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$615.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/20/2015 DTINBERL 00000002 4158394
 Deposit Account Number 40.00 OP
 02 FC:8522 575.00 OP
 Authorized User Name

9. Signature:

Signature

Bradley E. Wahl

Name of Person Signing

March 30, 2015

Date

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005511 FRAME: 0200

ADDITIONAL TRADEMARK REGISTRATION NOS. CONTINUED FROM 4B

ENVIROSCENT, INC.

4214596; 4549369; 4565676; 4436977; 4380202; 4391447; 4380201; 4192179; 4148201;
4391444; 4195021; 4391445; 4391446; 4251050; 4380203; 4391448

RIDER TO SECURITY AGREEMENT - TRADEMARKS

THIS RIDER TO SECURITY AGREEMENT - TRADEMARKS ("Rider") is executed as of this March 30, 2015, by and between ENVIROSCENT, INC. (the "Borrower") with an address at 5607 Glenridge Drive Northeast, Atlanta, GA 30342, and ATLANTIC CAPITAL BANK (the "Lender"), with an address at Terminus 100, 3280 Peachtree Road N.E., 16th Floor, Atlanta, Georgia 30305. This Rider is incorporated into and made part of that certain Security Agreement between the Borrower and the Lender, dated as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the "Security Agreement"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement or in the "Loan Agreement" referred to (and as defined) therein.

The Borrower has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

The Lender desires to acquire a Lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Borrower associated therewith and represented thereby, as security for all of the Obligations, and the Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Borrower grants a Lien and security interest to the Lender in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Borrower associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** The Borrower represents and warrants that: (a) as of the date hereof, each of the Trademarks that is registered is subsisting and none of the Trademarks have been abandoned, suspended, voluntarily terminated or canceled by the Borrower or adjudged invalid or unenforceable, and to the best of the Borrower's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) as of the date hereof, to the best of Borrower's knowledge, each of the registered Trademarks is valid and enforceable; (c) the Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Borrower not to sue third persons, other than Permitted Liens and licenses permitted under the Loan Documents; (d) the Borrower has full power and authority to execute and deliver this Rider ; (e) the

Borrower has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Borrower has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks, except for changes to the quality of products made in the ordinary course of business; and (g) the Borrower will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Lender immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur; provided the requirements of clause (e), (f) and (g) shall not be applicable as to any Trademarks that, in the Borrower's business judgment, are no longer useful or used in the Borrower's business.

3. **[Reserved]**.

4. **Covenants.** The Borrower further covenants to the Lender that until all of the Obligations have been satisfied in full: (a) the Borrower shall maintain the Trademarks in full force and effect unless, in the Borrower's business judgment, the same is no longer useful or used in the Borrower's business; (b) the Borrower will not enter into any agreements which are inconsistent with the Borrower's obligations under this Rider or which restrict or impair the Lender's rights hereunder; and (c) if the Borrower acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Borrower shall give the Lender prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Borrower shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Borrower has not received notice from the Lender that an Event of Default has occurred under the Loan Documents, the Borrower shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **[Reserved]**.

7. **No Additional Trademarks.** As of the date hereof, the Borrower does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. **Pledge of Additional Trademarks.** In the event the Borrower, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Borrower may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Borrower shall promptly, but in no event more than thirty (30) days subsequent to such filing, notify the Lender thereof, and, upon request of the Lender shall promptly, but in no event more than thirty (30) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's interest in such Trademark and the goodwill of the Borrower associated thereto or represented thereby. The Borrower hereby grants the Lender a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Documents, the Borrower hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event an Event of Default exists, the Borrower hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse the Borrower's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Borrower expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C.

10. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreement. All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Lender shall execute and deliver to the Borrower all documents necessary to re-

vest all rights in and to the Trademarks in the Borrower and/or terminate any interest of the Lender therein.

13. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, unless, in the Borrower's business judgment, the same is no longer useful or used in the Borrower's business, the Borrower shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Lender, the Borrower shall make federal application on registrable but unregistered trademarks belonging to the Borrower. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Borrower. The Borrower shall not abandon any Trademark without the written consent of the Lender unless, in the Borrower's business judgment, any such Trademark is no longer useful or used in the Borrower's business.

(b) The Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if the Borrower deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lender in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. The Borrower assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including reasonable and actual attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Borrower in connection with any of the Trademarks or otherwise arising out of the Borrower's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Borrower will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Borrower of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Borrower, and all such Obligations of the Borrower shall be and remain enforceable against and only against the Borrower and shall not be enforceable against the Lender.

15. Lender's Rights. The Lender may, in its sole discretion, pay any amount or do any act required of the Borrower hereunder or requested by the Lender to preserve, defend, protect, maintain, record or enforce the Borrower's obligations contained herein, the Obligations of the Borrower to the Lender, the Trademarks, or the right, title and interest granted the Lender herein, and which the Borrower fails to do or pay, and any such payment shall be deemed an advance by the Lender to the Borrower and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. The Borrower agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark that could reasonably be

expected to result in a Material Adverse Effect, or of any claim of any Lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks (other than a Permitted Lien), the Borrower shall promptly notify the Lender of such use, Lien, security interest, claim, right or other encumbrance and, if requested by the Lender, shall join with the Lender, at the Borrower's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Borrower from bringing an action against a person for the protection of the Borrower's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence and during the continuance of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Borrower hereunder, in the Borrower's name or in the Lender's name, but at the Borrower's expense, and the Borrower hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

18. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

BORROWER:

ENVIROSCENT, INC.

By: [Signature]
Name: NICHOLAS MCKAY
Title: CEO

[SEAL]

STATE OF GEORGIA)

) ss:

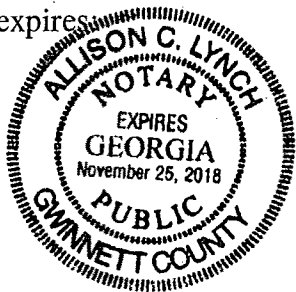
COUNTY OF FULTON)

On this, March 30, 2015, before me, a Notary Public, the undersigned officer, personally appeared Nicholas McKay who acknowledged himself to be the CEO of ENVIROSCENT, INC., a Delaware corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires



Allison C. Lynch
Print Name

LENDER:

ATLANTIC CAPITAL BANK

By: Pam Simon
Name: Pam Simon
Title: SVP Corporate Banking

STATE OF GEORGIA)

COUNTY OF FULTON)

ss:

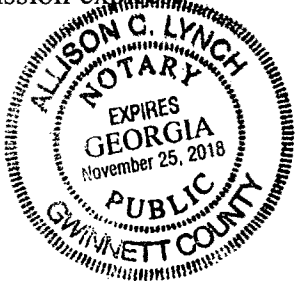
On this, March 30, 2015, before me, a Notary Public, the undersigned officer, personally appeared Pam Simon, who acknowledged himself/herself to be an authorized officer of ATLANTIC CAPITAL BANK and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Allison C Lynch
Notary Public


My commission expires:

Allison C Lynch
Print Name



SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ENVIRODINE	3,727,764	December 22, 2009
AUTOSTICKS	3,789,165	May 18, 2010
SCENTSICLES	4,148,201	May 29, 2012
AIRCRAFT	4,158,394	June 12, 2012
MAKES TREES, WREATHS & GARLAND SMELL FRESH-CUT	4,192,179	August 14, 2012
SCENTSTEMS	4,195,021	August 21, 2012
EXPLORE SCENTMAKING	4,214,596	September 25, 2012
	4,251,052	November 27, 2012
THE AIR IS YOURS TO CRAFT	4,251,050	November 27, 2012
TWO DASHES OF CINNAMON	4,380,203	August 6, 2013
IT'S A WONDERFUL PINE	4,380,202	August 6, 2013
MAKE TREES SMELL LIKE CHRISTMAS	4,380,201	August 6, 2013
SCENTSICLES SCENTED ORNAMENTS	4,391,444	August 27, 2013
CHRISTMAS TIME SPRUCE	4,391,449	August 27, 2013
WHITE WINTER FIR	4,391,448	August 27, 2013
MAKE TREES SMELL FRESH-CUT	4,391,447	August 27, 2013
SO VERY CINNAMON LIMITED EDITION	4,391,446	August 27, 2013
SNOW BERRY WREATH LIMITED EDITION	4,391,445	August 27, 2013
GET READY TO START HEARING, "I LOVE WHAT YOU'VE DONE WITH YOUR AIR."	4,436,977	November 19, 2013
AIRCRAFT INFUSED SCENTSTICKS	4,485,788	February 18, 2014
FRAGRANCE FOR TREES, WREATHS & GARLAND	4,565,676	July 8, 2014
FOR TREES, WREATHS & GARLAND	4,549,369	July 10, 2014

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number /</u>	<u>Filing Date</u>
Scent of a Fir Tree (scent design)	76/716,669	July 18, 2014
CAPTION	86/519,141	January 30, 2015

FOREIGN TRADEMARKS

<u>Patent</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>
SCENTISCLES	1633425(IR1208224)	June 6, 2014	Australia
CHRISTMAS TIME SPRUCE	TMA870732	May 2, 2014	Canada
FOR TREES, WREATHS & GARLAND (and design)	1597655	October 10, 2012	Canada
FRAGRANCE FOR TREES, WREATHS & GARLAND (and design)	1597659	October 10, 2012	Canada
IT'S A WONDERFUL PINE	TMA861525	September 30, 2013	Canada
MAKE TREES SMELL FRESH-CUT	1597661	October 10, 2012	Canada
MAKE TREES SMELL LIKE CHRISTMAS	TMA870734	May 2, 2014	Canada
SCENTSICLES	1684838	July 11, 2014	Canada
SCENTSICLES SCENTED ORNAMENTS (and design)	TMA861526	September 30, 2013	Canada
SNOW BERRY WREATH LIMITED EDITION (and design)	TMA861533	September 30, 2013	Canada
SO VERY CINNAMON LIMITED EDITION (and design)	TMA861524	September 30, 2013	Canada
TWO DASHES OF CINNAMON	TMA870733	May 2, 2014	Canada
WHITE WINTER FIR	TMA861523	September 30, 2013	Canada
SCENTSICLES	(IR1208224)	June 6, 2014	China
AIRCRAFT	(IR1216016)	September 30, 2013	European Union

<u>Patent</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>
SCENTSICLES	12183109	February 24, 2014	European Union
SCENTSTEMS	(IR1216590)	June 6, 2014	European Union
SCENTSICLES	303025115	June 9, 2014	Hong Kong
AIRCRAFT	1216016	June 6, 2014	WIPO
SCENTSICLES	1208224	June 6, 2014	WIPO
SCENTSTEMS	1216590	June 6, 2014	WIPO
AIRCRAFT	(IR1206016)	June 6, 2014	Japan
SCENTSICLES	(IR1208224)	June 6, 2014	Mexico
SCENTSICLES	(IR1208224)	June 6, 2014	Russian Federation