

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM353844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Scents		09/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LBC Credit Partners III, L.P., as Agent		
Street Address:	Cira Centre, 2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4451296	FRESH IDEAS IN THE AIR	
Registration Number:	3821223	XTREME	
Registration Number:	3714847	MINI-SCENTS	
Registration Number:	3575319	CALIFORNIA CAR SCENTS	
Registration Number:	3599885	CALIFORNIA SCENTS PROFESSIONAL	
Registration Number:	3336865	VENT ELATIONS!	
Registration Number:	3341680	STEALTH	
Registration Number:	3353577	VACUUM FRESH	
Registration Number:	3017188	CITRUS SPLASH	
Registration Number:	2642001	SLIM TINS	
Registration Number:	2614112	SPILLPROOF ORGANIC AIR FRESHENER	
Registration Number:	2836806	COOL SCENTS	
Registration Number:	2571000	AIR-POWER	
Registration Number:	2283162	COOL GEL	
Registration Number:	2231386	SANI-GEL	
Registration Number:	2107165	PET SCENTS	
Registration Number:	1996947	SPRITZERS	
Registration Number:	1995105	ORANGE SQUEEZE	
Registration Number:	1968486	HANG OUTS	

CH \$565.00 4451296

Property Type	Number	Word Mark
Registration Number:	1940353	CALIFORNIA SCENTS
Registration Number:	1147929	SANI-AIR
Registration Number:	1211210	BAN-AIR

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-102
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	09/03/2015

Total Attachments: 5

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Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the parties hereto are subject to the provisions of the Intercreditor Agreement dated as of September 1, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Intercreditor Agreement**”), by and between Madison Capital Funding LLC, as First Lien Agent, and LBC Credit Partners III, L.P., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 1, 2015, by CALIFORNIA SCENTS, a California corporation (“**Grantor**”), in favor of LBC CREDIT PARTNERS III, L.P., in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Second Lien Credit Agreement dated as of September 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 1, 2015, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all 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 Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the

Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of law principles.

5. Intercreditor Agreement. Notwithstanding anything other provision contained herein, this Agreement and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Agreement, on the one hand, and the Intercreditor Agreement, on the other hand, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CALIFORNIA SCENTS, a California
corporation

By: 
Name: Chris Anderson
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

LBC CREDIT PARTNERS III, L.P., as
Agent

By: 

Name: David E. Fraimow

Title: Vice President

SCHEDULE A

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
FRESH IDEAS IN THE AIR	85922189	5/3/13	4451296	12/17/13
XTREME	77885895	12/3/09	3821223	7/20/10
MINI-SCENTS	3714847	4/27/09	3714847	11/24/09
CALIFORNIA CAR SCENTS	77463948	5/2/08	3575319	2/17/09
CALIFORNIA SCENTS PROFESSIONAL	77421658	3/13/08	3599885	3/31/09
VENT ELATIONS!	78822425	2/24/06	3336865	11/13/07
STEALTH	78822438	2/24/06	3341680	11/20/07
VACUUM FRESH	78696021	8/19/05	3353577	12/11/07
CITRUS SPLASH	78193261	12/11/02	3017188	11/22/05
SLIM TINS	76233968	4/2/01	2642001	10/29/02
SPILLPROOF ORGANIC AIR FRESHENER	76123148	9/6/00	2614112	9/3/02
COOL SCENTS	76122599	9/6/00	2836806	4/27/04
AIR POWER	76123147	9/6/00	2571000	5/21/02
COOL GEL	75528600	7/31/98	2283162	10/5/99
SANI-GEL	75240816	1/21/97	2231386	3/16/99
PET SCENTS	75188011	10/15/96	2107165	10/21/97
SPRITZERS	74724102	8/28/95	1996947	8/27/96
ORANGE SQUEEZE	74690033	7/6/95	1995105	8/20/96
HANG OUTS	74675794	5/8/95	1968486	4/16/96
CALIFORNIA SCENTS	74373683	3/30/93	1940353	12/12/95
SANI-AIR	73229102	8/27/79	1147929	3/3/81
BAN-AIR	73221890	7/2/79	1211210	10/5/82

Trademark Applications

None