

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM476540

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Assignee's Change of Address		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCENTAIR TECHNOLOGIES, LLC		06/04/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	2001 Ross Avenue, Suite 2800		
<b>Internal Address:</b>	Attn: SLG Documents - Records Management		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Chartered bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3653451	SCENTAIR	
<b>Registration Number:</b>	3662661	SCENTAIR	
<b>Serial Number:</b>	86367034	SCENTCONNECT	
<b>Registration Number:</b>	3991678	SCENTDIRECT	
<b>Registration Number:</b>	3614123	SCENTSTREAM	
<b>Registration Number:</b>	3352475	SCENTWAVE	
<b>Registration Number:</b>	3751931	ACCSCENT	
<b>Registration Number:</b>	3751929	WHISPERSCENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	404-572-3431		
<b>Email:</b>	cfraser@kslaw.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		

CH \$215.00 3653451

<b>ATTORNEY DOCKET NUMBER:</b>	ScentAir 14868.015022
<b>NAME OF SUBMITTER:</b>	Carol Fraser
<b>SIGNATURE:</b>	//Carol Fraser//
<b>DATE SIGNED:</b>	06/04/2018

**Total Attachments: 10**

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## NOTICE OF ADDRESS CHANGE

Notice of address change of Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent (“Assignee”) in connection with the Trademark Security Agreement, dated December 30, 2014 by ScentAir Technologies, LLC, a Delaware limited liability company (an “Assignor”) in favor of Assignee, recorded on December 30, 2014 on Reel/Frame 5431/0698 with respect to the grant of security interest in the Trademark Collateral referred to in Schedule I attached hereto

### **Former Address:**

Goldman Sachs Bank USA, as Collateral Agent  
6011 Connection Drive  
Irving, Texas 75039

### **To its New and Current Address:**

Goldman Sachs Bank USA, as Collateral Agent  
Attn: SLG Documents – Records Management  
2001 Ross Avenue  
Suite 2800  
Dallas, Texas 75201

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Owner</b>
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	77781304	2/23/2010	3,751,931	ScentAir Technologies, LLC
WHISPERSCENT	UNITED STATES	7/15/2009	77781300	2/23/2010	3,751,929	ScentAir Technologies, LLC



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 2, 2015

PTAS

CAROL FRASER, PARALEGAL  
1180 PEACHTREE STREET  
KING & SPALDING  
ATLANTA, GA 30309-3521

**900311314**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/30/2014

REEL/FRAME: 5431/0698  
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

DOCKET NUMBER: SCENTAIR - 14868.015022

ASSIGNOR:

SCENTAIR TECHNOLOGIES, LLC

DOC DATE: 12/30/2014  
CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

GOLDMAN SACHS BANK USA, AS  
COLLATERAL AGENT  
6011 CONNECTION DRIVE  
IRVING, TEXAS 75039

CITIZENSHIP: NEW YORK  
ENTITY: CHARTERED BANK

SERIAL NUMBER: 77494907

REGISTRATION NUMBER: 3653451

MARK: SCENTAIR

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/10/2008

REGISTRATION DATE: 07/14/2009

SERIAL NUMBER: 77494955

REGISTRATION NUMBER: 3662661

MARK: SCENTAIR

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)  
/NUMBER(S)

FILING DATE: 06/10/2008

REGISTRATION DATE: 08/04/2009

SERIAL NUMBER: 77494973  
REGISTRATION NUMBER: 3614123  
MARK: SCENTSTREAM  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/10/2008  
REGISTRATION DATE: 04/28/2009

SERIAL NUMBER: 77781300  
REGISTRATION NUMBER: 3751929  
MARK: WHISPERSCENT  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/15/2009  
REGISTRATION DATE: 02/23/2010

SERIAL NUMBER: 77781304  
REGISTRATION NUMBER: 3751931  
MARK: ACCSCENT  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/15/2009  
REGISTRATION DATE: 02/23/2010

SERIAL NUMBER: 77966199  
REGISTRATION NUMBER: 3991678  
MARK: SCENTDIRECT  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/23/2010  
REGISTRATION DATE: 07/12/2011

SERIAL NUMBER: 78963496  
REGISTRATION NUMBER: 3352475  
MARK: SCENTWAVE  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/30/2006  
REGISTRATION DATE: 12/11/2007

SERIAL NUMBER: 86367034  
REGISTRATION NUMBER:  
MARK: SCENTCONNECT  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 08/14/2014  
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

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: 006393 FRAME: 0704**

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

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006393 FRAME: 0705**

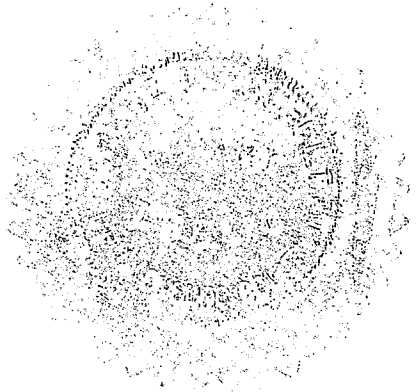
ACKNOWLEDGMENT OF GRANTORS

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.

Karen L. Neubelt  
Notary Public



[Acknowledgment to Trademark Security Agreement]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

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