

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532886

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ScentAir Technologies, LLC		07/22/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5065268	SCENT-IT-FORWARD	
<b>Registration Number:</b>	5330021	SCENTCONNECT	
<b>Registration Number:</b>	3991678	SCENTDIRECT	
<b>Registration Number:</b>	3751929	WHISPERSCENT	
<b>Registration Number:</b>	3751931	ACCSCENT	
<b>Registration Number:</b>	3653451	SCENTAIR	
<b>Registration Number:</b>	3662661	SCENTAIR	
<b>Registration Number:</b>	3614123	SCENTSTREAM	
<b>Registration Number:</b>	3352475	SCENTWAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3125778467		
<b>Email:</b>	rebecca.paul@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca A. Paul c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca A. Paul		

CH \$240.00 5065268

<b>SIGNATURE:</b>	/Rebecca A. Paul/
<b>DATE SIGNED:</b>	07/22/2019
<b>Total Attachments: 4</b> source=Executed antares scentair trademark security agreement (scentair technologies llc) final 2019#page1.tif source=Executed antares scentair trademark security agreement (scentair technologies llc) final 2019#page2.tif source=Executed antares scentair trademark security agreement (scentair technologies llc) final 2019#page3.tif source=Executed antares scentair trademark security agreement (scentair technologies llc) final 2019#page4.tif	

**NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS**

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of July 22, 2019, by and among SCENTAIR TECHNOLOGIES, LLC, a Delaware limited liability company (the “*Grantor*”) and ANTARES CAPITAL LP in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity and perfection or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular collateral are governed by the law of a jurisdiction other than the State of New York.

This Notice of Grant of a Security Interest—Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest  
Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth  
above.

**SCENTAIR TECHNOLOGIES, LLC**, a  
Delaware limited liability company

By:   
Name: Daniel Connors  
Title: Chief Executive Officer and President

**SCHEDULE A  
TO  
NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/ Applicant</b>
SCENT-IT-FORWARD	86661088	6/12/15	5065268	10/18/16	ScentAir Technologies, LLC
SCENTCONNECT	86367034	8/14/14	5330021	11/7/17	ScentAir Technologies, LLC
SCENTDIRECT	77966199	3/23/10	3991678	7/12/11	ScentAir Technologies, LLC
WHISPERSCENT	77781300	7/15/09	3751929	2/23/10	ScentAir Technologies, LLC
ACCSCENT	77781304	7/15/09	3751931	2/23/10	ScentAir Technologies, LLC
SCENTAIR	77494907	6/10/08	3653451	7/14/09	ScentAir Technologies, LLC
SCENTAIR and Design 	77494955	6/10/08	3662661	8/4/09	ScentAir Technologies, LLC
SCENTSTREAM	77494973	6/10/08	3614123	4/28/09	ScentAir Technologies, LLC
SCENTWAVE	78963496	8/30/06	3352475	12/11/07	ScentAir Technologies, LLC

**TRADEMARK APPLICATIONS**

None.