

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ScentAir Technologies, LLC		01/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3751931	ACCSCENT	
Registration Number:	3653451	SCENTAIR	
Registration Number:	3662661	SCENTAIR	
Registration Number:	5330021	SCENTCONNECT	
Registration Number:	3991678	SCENTDIRECT	
Registration Number:	5065268	SCENT-IT-FORWARD	
Registration Number:	3614123	SCENTSTREAM	
Registration Number:	3352475	SCENTWAVE	
Registration Number:	3751929	WHISPERSCENT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		

CH \$240.00 3751931

ATTORNEY DOCKET NUMBER:	057121-0492
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	01/24/2020

Total Attachments: 5

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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 January 24, 2020, 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 January 24, 2020 (as amended, restated, amended and 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

By: 
Name: Brian Van Horn
Title: Secretary, Treasurer and Chief Financial
Officer

[Signature Page to Notice of Grant of a Security Interest -- Trademarks]

ACKNOWLEDGED AND AGREED:

ANTARES CAPITAL LP, as Administrative Agent



By: _____

Name: Meenal Mehta

Title: Duly Authorized Signatory

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

Trademark Registrations and Applications

Grantor	Mark	Serial No. Filing Date	Reg. No. Reg. Date
ScentAir Technologies, LLC	ACCSCENT	77781304 Jul 15, 2009	3751931 Feb 23, 2010
ScentAir Technologies, LLC	SCENTAIR	77494907 Jun 10, 2008	3653451 Jul 14, 2009
ScentAir Technologies, LLC	SCENTAIR (and design) 	77494955 Jun 10, 2008	3662661 Aug 4, 2009
ScentAir Technologies, LLC	SCENTCONNECT	86367034 Aug 14, 2014	5330021 Nov 7, 2017
ScentAir Technologies, LLC	SCENTDIRECT	77966199 Mar 23, 2010	3991678 Jul 12, 2011
ScentAir Technologies, LLC	SCENT-IT-FORWARD	86661088 Jun 12, 2015	5065268 Oct 18, 2016
ScentAir Technologies, LLC	SCENTSTREAM	77494973 Jun 10, 2008	3614123 Apr 28, 2009
ScentAir Technologies, LLC	SCENTWAVE	78963496 Aug 30, 2006	3352475 Dec 11, 2007
ScentAir Technologies, LLC	WHISPERSCENT	77781300 Jul 15, 2009	3751929 Feb 23, 2010