

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		01/24/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ScentAir Technologies, LLC		
Street Address:	3810 Shutterfly Road, Suite 900		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5065268	SCENT-IT-FORWARD	
Registration Number:	5330021	SCENTCONNECT	
Registration Number:	3991678	SCENTDIRECT	
Registration Number:	3751929	WHISPERSCENT	
Registration Number:	3751931	ACCSCENT	
Registration Number:	3653451	SCENTAIR	
Registration Number:	3662661	SCENTAIR	
Registration Number:	3614123	SCENTSTREAM	
Registration Number:	3352475	SCENTWAVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	C/O PAUL HASTINGS LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		

CH \$240.00 5065268

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	01/24/2020
Total Attachments: 4 source=Antares-ScentAir - Trademark Release (executed 2020)(101757692_1)#page1.tif source=Antares-ScentAir - Trademark Release (executed 2020)(101757692_1)#page2.tif source=Antares-ScentAir - Trademark Release (executed 2020)(101757692_1)#page3.tif source=Antares-ScentAir - Trademark Release (executed 2020)(101757692_1)#page4.tif	

TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of January 24, 2020, by Antares Capital LP, in its capacity as administrative agent ("Agent"), in favor of ScentAir Technologies, LLC, a Delaware limited liability company ("Grantor"), pursuant to the Pledge and Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Pledge and Security Agreement.

WITNESSETH:

WHEREAS, Grantor and Agent were parties to that certain Pledge and Security Agreement dated as of July 22, 2019 made by Grantor in favor of Agent (the "Pledge and Security Agreement");

WHEREAS, Grantor and Agent were parties to that certain Notice of a Grant of a Security Interest—Trademarks dated as of July 22, 2019 (the "Trademark Security Agreement"), pursuant to which Grantor granted a continuing first priority security interest (the "Security Interest") to Agent for the benefit of Agent and the Lenders (the "Secured Parties") in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 22, 2019 at Reel 6699, Frame 0240; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Pledge and Security Agreement, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the "Trademark Collateral") shall hereby cease and become void:

- (a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all rights corresponding with the foregoing throughout the world; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

3. This Trademark Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Administrative Agent



By: _____

Name: Meenal Mehta

Its: Duly Authorized Signatory


Trademark Release

TRADEMARK

REEL: 006845 FRAME: 0525

**SCHEDULE I
TO
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Applicant
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.