

O:FARMERS & MERCHANTS BANK COMPANY:200 E WASHINGTON ST

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

09/21/2009
500967537

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Scentco, LLC	09/03/2009
RECEIVING PARTY DATA	
Name:	Farmers & Merchants Bank
Street Address:	1313 E Jackson St
City:	Thomasville
State/Country:	GEORGIA
Postal Code:	31792
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6929681
CORRESPONDENCE DATA	
Fax Number:	(850)997-1188
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8509976000
Email:	bmcelroy@fmbbank.com
Correspondent Name:	Farmers & Merchants Bank
Address Line 1:	200 E Washington St
Address Line 4:	Monticello, FLORIDA 32344
NAME OF SUBMITTER:	rbmcelroy
Total Attachments: 1 source=Scentco#page1.tif	

OP \$40.00 6929681

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
SCENTCO, LLC <small>SCENTCO, LLC</small> 126 NORTH BROAD STREET THOMASVILLE, GA 31792	FARMERS & MERCHANTS BANK P.O. BOX 2967 THOMASVILLE, GA 31790
Type: <input checked="" type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> _____ State of organization/registration (if applicable) <input type="checkbox"/> _____ <input type="checkbox"/> If checked, refer to addendum for additional Debtors and signatures.	

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is 09.23.2009
SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☐ Debtor ☒ WHISPERING PINES, INC. (Borrower) owes to Secured Party:

☒ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):
 A LOAN DATED _____ IN THE AMOUNT OF \$ _____

☐ **All Debts.** All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.
SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and additions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:



- ☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ **Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):

THIS LOAN IS SECURED BY THE FOLLOWING PATENTS:

1. PATENT 7,135,169- AIR SCENTING COMPOSITIONS FOR SPRAY APPLICATION ON AIR SCENTING DEVICES
2. PATENT 6,929,681- AIR SCENTING COMPOSITIONS AND PROCESSES FOR USE THEREOF IN AIR SCENTING DEVICES
3. PATENT 6,838,492- SCENTED PAINTS, PAINT SCENTING ADDITIVE MIXTURES AND PROCESSES FOR PRODUCING SCENTED PAINT

PLEDGED AS COLLATERAL DURING THE TERM OF THIS LOAN.

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.	
DEBTOR SCENTCO, LLC  JOSEPH A. NAPF, JR. PRESIDENT	SECURED PARTY FARMERS & MERCHANTS BANK  ERVINE BROCK SENIOR VICE PRESIDENT / CITY EXECUTIVE THOMAS COUNTY

PATENT