

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Antares Capital Corporation, as Agent	12/17/2010
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D493238
Application Number:	11141974
Application Number:	29209592
Application Number:	60604328
Application Number:	60615139
Application Number:	60642137
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8265
Email:	kristin.brozovic@kattenlaw.com
Correspondent Name:	Kristin Brozovic c/o Katten Muchin
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-402

CH \$240.00 D493238

501384113

PATENT
REEL: 025526 FRAME: 0553

NAME OF SUBMITTER:

Kristin Brozovic

Total Attachments: 14

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ASSIGNMENT OF PATENT SECURITY AGREEMENT

This Assignment of Patent Security Agreement dated as of December 17, 2010 (the "**Assignment**"), is made by and among ANTARES CAPITAL CORPORATION., in its capacity as agent (in such capacity, "**Original Agent**") under the Credit Agreement (as defined below), GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as successor agent (in such capacity, "**Successor Agent**") and AROMATIC TECHNOLOGIES, INC., a Delaware corporation (the "**Company**").

RECITALS

WHEREAS, Company, certain of Company's affiliates, Original Agent and the Lenders party thereto are parties to a certain Amended and Restated Credit Agreement dated as of June 27, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Company, and Original Agent entered into that certain Patent Security Agreement dated as of June 27, 2005 and shall simultaneously with the execution of this Assignment of Patent Security Agreement be reaffirmed pursuant to that certain Master Reaffirmation Agreement dated of even date herewith, and recorded on June 30, 2005 with the United States Patent and Trademark Office at Reel 016206 and Frame 0136 and attached hereto as Exhibit A (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Patent Security Agreement**");

WHEREAS, Original Agent has agreed to assign all of its rights, interests, duties, and obligations under the Patent Security Agreement to Successor Agent; and

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Original Agent under the Patent Security Agreement from Original Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Original Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Assignment. Original Agent does hereby assign and transfer all of its rights, remedies, duties and obligations as Agent under the Patent Security Agreement to Successor Agent, and Successor Agent hereby accepts all of Original Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Patent Security Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of Company under the Patent Security Agreement or any other Loan Document, it being understood and agreed that notwithstanding this Assignment, all of the obligations of Company under the Loan Documents shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Patent Security Agreement, or by its successors and assigns against Company.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section and Subsection titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

ANTARES CAPITAL CORPORATION,
as Original Agent

By: Karen M. Dahlquist
Name: Karen M. Dahlquist
Title: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL
CORPORATION,** as Successor Agent

By: Karen M. Dahlquist
Name: Karen M. Dahlquist
Title: Duly Authorized Signatory

AROMATIC TECHNOLOGIES, INC.,
a Delaware corporation, as Company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

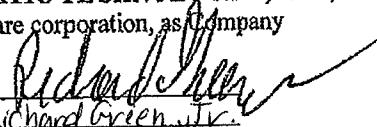
ANTARES CAPITAL CORPORATION,
as Original Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL
CORPORATION,** as Successor Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

AROMATIC TECHNOLOGIES, INC.,
a Delaware corporation, as Company

By: 
Name: Richard Green, Jr.
Title: Senior Vice President

Patent Security Agreement Assignment- Aromatic (6/27/05)

EXHIBIT A

See attached.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 30, 2005

PTAS
CBC COMPANIES DBA FEDERAL RESEARCH
1030 FIFTEENTH STREET, NW, STE 920
ATTN: PENELOPE J.A. AGODOA
WASHINGTON, DC 20005

500037993A

500037993A

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

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM 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 EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/30/2005

REEL/FRAME: 016206/0136
NUMBER OF PAGES: 7

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
AROMATIC TECHNOLOGIES, INC.

DOC DATE: 06/27/2005

ASSIGNEE:
ANTARES CAPITAL CORPORATION, AS
AGENT
311 SOUTH WACKER DRIVE
SUITE 4400
CHICAGO, ILLINOIS 60606

SERIAL NUMBER: 11141974
PATENT NUMBER:
TITLE:

FILING DATE:
ISSUE DATE:

SERIAL NUMBER: 29209592
PATENT NUMBER:
TITLE: CANDLE BODY WITH DECORATIVE CRYSTAL FORMATIONS

FILING DATE: 07/16/2004
ISSUE DATE:

016206/0136 PAGE 2

SERIAL NUMBER: 60615139 FILING DATE: 09/30/2004
PATENT NUMBER: ISSUE DATE:
TITLE: STABILIZED COMPOSITION FOR AQUEOUS SYSTEMS

SERIAL NUMBER: 60642137 FILING DATE: 01/06/2005
PATENT NUMBER: ISSUE DATE:
TITLE: REDUCED SMOKING WICK AND CANDLE

SERIAL NUMBER: 60604328 FILING DATE: 08/24/2004
PATENT NUMBER: ISSUE DATE:
TITLE: GEL COMPOSITIONS AND METHODS FOR PRODUCING SAME

SERIAL NUMBER: 29189649 FILING DATE: 09/08/2003
PATENT NUMBER: D493238 ISSUE DATE: 07/20/2004
TITLE: CANDLE BODY WITH DECORATIVE CRYSTAL FORMATIONS

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/30/2005
 500037993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Aromatic Technologies, Inc.	06/27/2005
RECEIVING PARTY DATA	
Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D493238
Application Number:	11141974
Application Number:	29208592
Application Number:	60615139
Application Number:	60642137
Application Number:	60604328
CORRESPONDENCE DATA	
Fax Number:	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-783-2700
Email:	pagodoa@federalresearch.com
Correspondent Name:	CBC Companies dba Federal Research
Address Line 1:	1030 Fifteenth Street, NW, Ste 920
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

CH \$240.00 D493238

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Total Attachments: 5

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RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Aromatic Technologies, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name Antares Capital Corporation, as Agent

Internal Address: _____

Street Address 311 South Wacker Drive, Suite 4400

City: Chicago State: IL ZIP: 60606

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: June 27, 2005

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application _____

A. Patent Application No.(s)
See Schedule 1 Attached Hereto

B. Patent No.(s)
D493,238

Additional numbers attached? Yes No X

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Terese M. Scholl

Internal Address: _____

Katten Muchin Rosenman

Street Address: 525 West Monroe Street

Suite 1600

City: Chicago State: IL ZIP: 60666

6. Total number of applications and patents involved:

6

7. Total fee (37 CFR 3.41) \$240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true the original document.

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

June 28, 2005

Date

Total number of pages including cover sheet, attachments, and document: 6

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 27, 2005, is between AROMATIC TECHNOLOGIES, INC., a Delaware corporation (the "Grantor") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Patents, Patent registrations, and Patent applications listed on Schedule I annexed hereto, and is a party to the Patent licenses listed on Schedule I annexed hereto;

WHEREAS, Grantor and certain of its Affiliates (the "Borrowers"), have entered into that certain Amended and Restated Credit Agreement dated as of June 27, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, and the other Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower Security Agreement dated as of May 13, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the "Debtors" party thereto, Grantee and, by joinder Grantor, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor's Patents, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, continuations or extensions thereof) and Patent applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, Patent registration and Patent application;
- (2) each Patent license and all of the goodwill of the business connected with the use of, and symbolized by, each Patent license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of

any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in Schedule I annexed hereto, the Patent registrations issued with respect to the Patent applications referred to in Schedule I and the Patent licensed under any Patent license, or (b) injury to the goodwill associated with any Patent, Patent registration or Patent licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent 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.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

AROMATIC TECHNOLOGIES, INC., a
Delaware corporation

By: Richard Green, Jr.
Name: Richard Green, Jr.
Title: Vice President & CFO

PATENT SECURITY AGREEMENT SCHEDULES

Schedule I to Patent Security Agreement

U.S. Patent Registrations

<u>HOLDER</u>	<u>PATENT</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Aromatic Technologies, Inc.	Crystal Body with Decorative Formations	D493,238 (US)	Issued Jul 20, 2004

Foreign Patent Registrations

None.

U.S. Patent Applications

<u>HOLDER</u>	<u>PATENT</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Aromatic Technologies, Inc	Item with Decorative Voids	11/141974	May 31, 2005
Aromatic Technologies, Inc	Candle body with decorative crystal formations	29/209592	Pending
Aromatic Technologies, Inc	Gel compositions and methods of producing same	60/604328	Aug 24, 2004
Aromatic Technologies, Inc.	Stabilized composition for aqueous systems	60/615139	Sep 30, 2004
Aromatic Technologies, Inc	Reduced smoking wick and candle	60/642137	Jan 6, 2005

Foreign Patent Applications

None.

Patent Licenses

None.