503074233 11/24/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3120837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS (RECORDED 4/18/2014 AT REEL/FRAME 032711/0614)

CONVEYING PARTY DATA

	Name	Execution Date
JPMORG/	AN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	11/19/2014

RECEIVING PARTY DATA

Name:	SWISHER INTERNATIONAL, INC.	
Street Address:	20 THORNDAL CIRCLE	
City:	DARIEN	
State/Country:	CONNECTICUT	
Postal Code:	06820	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D485639
Patent Number:	D668567

CORRESPONDENCE DATA

Fax Number: (919)286-8199

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.

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NAME OF SUBMITTER:	JOHN E. SLAUGHTER	
SIGNATURE:	/John E. Slaughter/	
DATE SIGNED:	11/24/2014	

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

TERMINATION AND RELEASE dated as of November 19, 2014 from JPMorgan Chase Bank, N.A., a New York corporation with offices located at 270 Park Avenue, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement dated as of April 25, 2012 (as amended by the First Amendment, dated as of July 9, 2013, as further amended by the Second Amendment, dated as of September 30, 2013, as further amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), to Swisher International, Inc., a Delaware corporation, located at 20 Thorndal Circle, Darien, Connecticut, 06820 (the "Borrower").

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, Agent, Borrower, and others party thereto executed the Guarantee and Collateral Agreement dated as of April 25, 2012 (as amended and restated as of September 30, 2013, as further amended by the First Amendment to the Amended and Restated Guarantee and Collateral Agreement, dated as of March 25, 2014, and as further amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, pursuant to both the Guarantee and Collateral Agreement and that certain "Grant of Security Interest in Patent Rights" dated as of April 25, 2012, among the Agent and Borrower (the "Security Agreement"), a continuing security interest and right of setoff (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Patent Collateral (as hereinafter defined), and Borrower agreed to assign, transfer, and convey the Patent Collateral to Agent in the event certain circumstances were to arise;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on April 18, 2014, at Reel 032711 and Frame 0614; and

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

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Credit Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. <u>Definitions</u>. The term "Patent Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Schedule A hereto). The term "Patents" shall have the meaning provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

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- 2. Release of Security Interest and Confirmation. The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void. Other than the Security Interest in the Patent Collateral, the Agent hereby confirms that Borrower did not assign, transfer, or convey any of its right, title, or interest in the Patent Collateral to Agent.
- 3. <u>Further Assurances</u>. The 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.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A.

By: ____ Name:

Title:

D. Scott Farquhar Serior Vice President

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SCHEDULE A

U.S. Patents and Patent Applications

Patent Title	Patent or Application Number
Cigar Tip Design	D485,639
Resealable Pouch Design	D668,567

RECORDED: 11/24/2014

PATENT REEL: 034436 FRAME: 0042