

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3165134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SCENTAIR TECHNOLOGIES, LLC	12/30/2014
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	6011 CONNECTION DRIVE
City:	IRVING
State/Country:	TEXAS
Postal Code:	75039
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	11277021
Application Number:	12693842
Application Number:	12783280
Application Number:	12768444
Application Number:	13180051
Application Number:	13939165
Application Number:	08492401
Application Number:	08812798
CORRESPONDENCE DATA	
Fax Number:	(404)572-5100
<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:	404-572-3431
Email:	cfraser@kslaw.com
Correspondent Name:	CAROL FRASER, PARALEGAL
Address Line 1:	1180 PEACHTREE STREET
Address Line 2:	KING & SPALDING
Address Line 4:	ATLANTA, GEORGIA 30309-3521
ATTORNEY DOCKET NUMBER:	SCENTAIR-14868.015022
NAME OF SUBMITTER:	CAROL FRASER
SIGNATURE:	//Carol Fraser//

PATENT

DATE SIGNED:	12/30/2014
Total Attachments: 6 source=ScentAir - Patent Security Agreement#page1.tif source=ScentAir - Patent Security Agreement#page2.tif source=ScentAir - Patent Security Agreement#page3.tif source=ScentAir - Patent Security Agreement#page4.tif source=ScentAir - Patent Security Agreement#page5.tif source=ScentAir - Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of December 30, 2014, by SCENTAIR TECHNOLOGIES, LLC ("Grantor"), in favor of GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent (the "Collateral Agent") for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of December 30, 2014 by and among Grantor, SCENTAIR HOLDINGS, INC., and certain Subsidiaries of Grantor party thereto from time to time, as Guarantors, the Lenders party thereto from time to time, GOLDMAN SACHS BANK USA, as Administrative Agent, Collateral Agent and Lead Arranger, and others party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans and certain financial accommodations to Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, ScentAir Holdings, Inc. and certain Subsidiaries of Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing first priority (subject only to Permitted Liens) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation the United States patents and patent applications referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and


(c) 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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. If the terms of this Agreement and the terms of the Security Agreement conflict, the terms of the Security Agreement will control.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Patent Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. GOVERNING LAW. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantors have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCENTAIR TECHNOLOGIES, LLC

By: 

Name: Andrew Kindfuller

Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 034599 FRAME: 0213

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA,
A New York State-Chartered Bank,
as the Collateral Agent

By: _____

Name: Greg Watts

Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF NC)
COUNTY OF Mecklenburg) ss.

On this 22 day of December, 2014 before me personally appeared Andrew Kindfuller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SCENTAIR TECHNOLOGIES, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Dorene L. Reubert

Notary Public

[Acknowledgment to Patent Security Agreement]

PATENT
REEL: 034599 FRAME: 0215

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENT REGISTRATIONS

App. No.	Title	Filed	Status	Owner
11/277,021	Releasing Fragrances into the Air	2006-03-20	Issued on 2010-01-26; US 7651077	ScentAir Technologies, LLC
12/693,842	Releasing Fragrances into the Air	2010-01-26	Abandoned	ScentAir Technologies, LLC
12/783,280	Controlling Airborne Matter	2010-05-19	Issued on 2013-12-10; US 8602396	ScentAir Technologies, LLC
12/768,444	Fragrance Nebulizer with Drainage System	2010-04-27 (Provisional filed on 2009-10-16)	Issued on 2014-10-14; U.S. 8857735.	ScentAir Technologies, LLC
13/180,051	Fragrance Diffusion System	2011-07-11 (Provisional filed on 2010-07-20)	First Office Action received Received Allowance on 7/7/2014	ScentAir Technologies, LLC
13/939,165	Scent Delivery System Scheduling ("Anti-Event")	2013-7-10	Pending Decision made by ScentAir to not pursue foreign filing	ScentAir Technologies, LLC
08/492,401	Precision Fragrance Dispenser Apparatus	1995-06-19	Patented as US 5610674	ScentAir Technologies, Inc.
08,812,798	Precision Fragrance Dispenser Apparatus	1997-03-06	Patented as US 5898475	ScentAir Technologies, Inc.