

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3300578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RIDER TO SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ENVIROSCENT, INC.	03/30/2015
RECEIVING PARTY DATA	
Name:	ATLANTIC CAPITAL BANK
Street Address:	TERMINUS 100, 3280 PEACHTREE ROAD NE
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30305
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	14500089
Application Number:	13622722
Application Number:	14582531
Application Number:	14582609
Application Number:	13077971
Application Number:	13058052
Patent Number:	8919662
Patent Number:	D667750
CORRESPONDENCE DATA	
Fax Number:	(404)322-6050
<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:	404-322-6250
Email:	elle.rybicki@nelsonmullins.com
Correspondent Name:	BRADLEY E. WAHL, ESQ.
Address Line 1:	201 17TH STREET, NE, SUITE 1700
Address Line 4:	ATLANTA, GEORGIA 30363
ATTORNEY DOCKET NUMBER:	41955.09008
NAME OF SUBMITTER:	BRADLEY E. WAHL, ESQ.
SIGNATURE:	/s/ Bradley E. Wahl, Esq.

DATE SIGNED:	04/07/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 9 source=Rider to Security Agreement - Patents#page1.tif source=Rider to Security Agreement - Patents#page2.tif source=Rider to Security Agreement - Patents#page3.tif source=Rider to Security Agreement - Patents#page4.tif source=Rider to Security Agreement - Patents#page5.tif source=Rider to Security Agreement - Patents#page6.tif source=Rider to Security Agreement - Patents#page7.tif source=Rider to Security Agreement - Patents#page8.tif source=Rider to Security Agreement - Patents#page9.tif	

RIDER TO SECURITY AGREEMENT - PATENTS

THIS RIDER TO SECURITY AGREEMENT - PATENTS ("Rider") is executed as of this March 30, 2015, by and between **ENVIROSCENT, INC.** (the "**Borrower**") with an address at 5607 Glenridge Drive Northeast, Atlanta, GA 30342, and **ATLANTIC CAPITAL BANK** (the "**Lender**"), with an address at Terminus 100, 3280 Peachtree Road N.E., 16th Floor, Atlanta, Georgia 30305. This Rider is incorporated into and made part of that certain Security Agreement between the Borrower and the Lender, dated as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the "**Security Agreement**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement or in the "Loan Agreement" referred to (and as defined) therein.

As collateral security for the Obligations, the Borrower has agreed to grant to Lender a security interest in and to the Patent Collateral (as hereinafter defined). The Lender desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Borrower does hereby grant to the Lender a lien and security interest in (a) all of the Borrower's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of Borrower (hereinafter referred to collectively as the "**Patents**"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Borrower (hereinafter referred to collectively as the "**Applications**"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "**Reissued Patents**"); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Borrower in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the "**Patent Rights**"); and (b) all rights, interests, claims and demands that the Borrower has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the "**Claims**") (the Patent Rights and Claims collectively referred to as the "**Patent Collateral**").

2. Representations and Warranties. The Borrower warrants and represents to the Lender that: (a) the Borrower is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) as of the date hereof, to the best of Borrower's knowledge, the Patent Collateral is valid and enforceable; (c) the Borrower has full power and authority to execute and deliver this Rider; (d) as of the date hereof, the Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent

Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character, other than Permitted Liens.

3. Covenants. The Borrower covenants to the Lender that until all of the Obligations have been satisfied in full: (a) Borrower will not enter into any agreements, including without limitation, license agreements, which are inconsistent with the Borrower's undertakings and covenants under this Rider or which restrict or impair the Lender's rights hereunder; (b) Borrower will maintain the Patent Collateral in full force and effect, unless, in the Borrower's business judgment, the same is no longer useful or used in the Borrower's business; and (c) if Borrower acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Borrower shall give the Lender prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Borrower shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral.

4. [Reserved].

5. [Reserved].

6. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Documents, the Borrower hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, if an Event of Default exists, the Borrower hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse the Borrower's name on all applications, documents, papers and instruments necessary for the Lender to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Borrower expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C.

7. Prosecution of Patent Applications. (a) Subject to the terms of the Loan Documents, unless, in the Borrower's business judgment, the same is no longer useful or used in the Borrower's business, the Borrower shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Lender. The Borrower shall not abandon any

Patent Collateral without the prior written consent of the Lender, unless, in the Borrower's business judgment, any such Patent Collateral is no longer useful or used in the Borrower's business.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Borrower on demand by the Lender.

(c) The Borrower shall have the right to bring suit in the name of the Borrower to enforce the Patent Collateral, in which case the Lender may, at the Lender's option, be joined as a nominal party to such suit if the Lender shall be satisfied that such joinder is necessary and that the Lender is not thereby incurring any risk of liability by such joinder. The Borrower shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Lender pursuant to this paragraph and all other actions and conduct of the Borrower with respect to the Patent Rights during the term of this Rider.

8. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. Inconsistent with Security Agreement. All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Lender shall execute and deliver to the Borrower all documents necessary to terminate the Lender's security interest in the Patent Collateral.

11. Fees and Expenses. Any and all reasonable and actual fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Borrower on demand by the Lender and until so paid shall be added to the principal amount of the Obligations to the Lender and shall bear interest at the contract rate therefor.

12. Additional Remedies. Upon the occurrence and during the continuance of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Borrower hereunder, in the Borrower's name or in the Lender's name, but at the

Borrower's expense, and the Borrower hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Patent Collateral.

13. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

BORROWER:

ENVIROSCENT, INC.

By: [Signature]
Name: Nicholas McKay
Title: CEO

[SEAL]

STATE OF GEORGIA)

) ss:

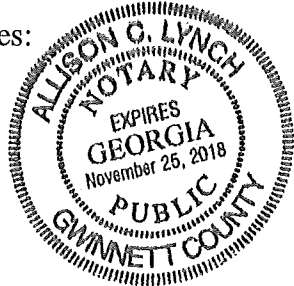
COUNTY OF FULTON)

On this, March 30, 2015, before me, a Notary Public, the undersigned officer, personally appeared Nicholas McKay, who acknowledged himself to be the CEO of ENVIROSCENT, INC., a Delaware corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Allison C. Lynch
Notary Public

My commission expires:



Allison C. Lynch
Print Name

LENDER:

ATLANTIC CAPITAL BANK

By: Pam Simon
Name: Pam Simon
Title: SVP Corporate Banking

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

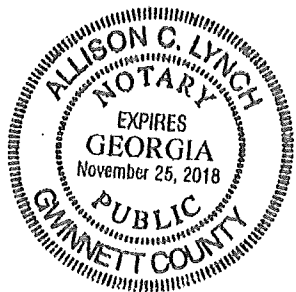
On this, March 30, 2015, before me, a Notary Public, the undersigned officer, personally appeared Pam Simon, who acknowledged himself/herself to be an authorized officer of ATLANTIC CAPITAL BANK and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Allison C. Lynch
Notary Public

My commission expires:

Allison C. Lynch
Print Name



SCHEDULE A TO RIDER TO SECURITY AGREEMENT - PATENTS

PATENTS

<u>Patent</u>	<u>Patent Number</u>	<u>Filing Date</u>
VASE	D,667,750	September 16, 2011
SCENT DEVICES AND METHODS	8,919,662	December 30, 2014

PATENT APPLICATIONS

<u>Patent</u>	<u>Application Number</u>	<u>Filing Date</u>
Methods, Compositions and Articles for Olfactory-Active Substances	13/077,971	March 31, 2011
ARTICLES AND METHODS FOR PACKAGING AND DISPLAY OF SOLID-FORM FRAGRANCE PRODUCTS	13/622,722	September 19, 2012
COATING PROVIDING MODULATED RELEASE OF VOLATILE COMPOSITIONS	14/500,089	September 29, 2014
Scent Devices and Methods	14/582,531	December 24, 2014
Scent Devices and Methods	14/582,609	December 24, 2014
METHODS, SYSTEMS AND DEVICES COMPRISING SCENTED ARTIFICIAL TREES	PCT/US2013/058052 WO 2014/039549	September 4, 2013
APPLICATION FOR PETITES		NOT FILED
COMPUTER SYSTEMS AND METHODS FOR FRAGRANCE		NOT FILED

FOREIGN PATENTS

<u>Patent</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>
METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES	201180026620.7	3/31/2011	China
METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES	11763485.7	3/31/2011	European
METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES	13111470.1	10/10/2013	Hong Kong
METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES	2013-502872	3/31/2011	Japan
METHODS, COMPOSITIONS AND ARTICLES FOR	2012-7028002	3/31/2011	South Korea

<u>Patent</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>
OLFACTORY-ACTIVE SUBSTANCES			