

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5014701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ENVIROSCENT, INC.	06/11/2018
RECEIVING PARTY DATA	
Name:	ATLANTIC CAPITAL BANK, N.A.
Street Address:	945 EAST PACES FERRY ROAD, NE, 16TH FLOOR
Internal Address:	ATTN: MR. BLAIR BOND
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	15636936
Application Number:	15614537
Application Number:	15179832
Application Number:	15580865
Patent Number:	8919662
Patent Number:	9381266
Patent Number:	9132204
Patent Number:	D667750
Patent Number:	9149552
Patent Number:	D800286
Patent Number:	9694097
Patent Number:	9694096
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>	
Email:	allison.lynch@nelsonmullins.com
Correspondent Name:	JENNIFER MALINOVSKY
Address Line 1:	201 17TH ST., NE, SUITE 1700
Address Line 4:	ATLANTA, GEORGIA 30363

PATENT

NAME OF SUBMITTER:	JENNIFER MALINOVSKY
SIGNATURE:	/Jennifer Malinovsky/
DATE SIGNED:	06/20/2018
Total Attachments: 11 source=Patent Security Agreement Enviroscnt#page1.tif source=Patent Security Agreement Enviroscnt#page2.tif source=Patent Security Agreement Enviroscnt#page3.tif source=Patent Security Agreement Enviroscnt#page4.tif source=Patent Security Agreement Enviroscnt#page5.tif source=Patent Security Agreement Enviroscnt#page6.tif source=Patent Security Agreement Enviroscnt#page7.tif source=Patent Security Agreement Enviroscnt#page8.tif source=Patent Security Agreement Enviroscnt#page9.tif source=Patent Security Agreement Enviroscnt#page10.tif source=Patent Security Agreement Enviroscnt#page11.tif	

**AMENDED AND RESTATED RIDER – PATENTS
TO AMENDED AND RESTATED SECURITY AGREEMENT**

THIS AMENDED AND RESTATED RIDER-PATENTS TO AMENDED AND RESTATED SECURITY AGREEMENT ("Rider") is executed as of this June 11, 2018, by and between ENVIROSCENT, INC. (the "Borrower") with an address at 5607 Glenridge Drive Northeast, Atlanta, GA 30342, and ATLANTIC CAPITAL BANK, N.A., a national banking association (the "Lender"), with an address at 945 East Paces Ferry Road, N.E., 16th Floor, Atlanta, Georgia 30326. This Rider is incorporated into and made part of the Security Agreement (defined below). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement or the Loan Agreement (defined below).

WITNESSETH:

WHEREAS, Lender and Borrower are parties to a certain Amended and Restated Loan Agreement, dated as of even date herewith (together with all schedules, riders and exhibits thereto and all amendments, restatements, modifications or supplements with respect thereto, the "Loan Agreement"), amending and restating that certain Loan Agreement, dated as of March 30, 2015, between the Borrower and the Lender, as amended from time to time (the "Original Loan Agreement"); pursuant to the Loan Agreement, Lender has made, or may from time to time hereafter make, loans and other financial accommodations available to Borrower; and

WHEREAS, in connection with the Original Loan Agreement, Borrower and Lender entered into that certain Security Agreement, dated as of March 30, 2015 (the "Original Security Agreement") pursuant to which Borrower granted to Lender a lien on substantially all of its assets, together with that certain Rider to Security Agreement-Patents, dated as of March 30, 2015 (the "Original Patent Rider"); and

WHEREAS, in connection with the Loan Agreement, Borrower and Lender are entering into that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (and as amended, modified or restated from time to time, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, the parties desires to amend and restate the Original Patent Rider, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, amend and restate the Original Patent Rider 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 United States 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 PTO 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 PTO, 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: William F. Herbert
Name: William Herbert
Title: CFO

[SEAL]

STATE OF GEORGIA)

) ss:

COUNTY OF FULTON)

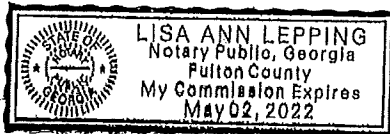
On this, June 11, 2018, before me, a Notary Public, the undersigned officer, personally appeared William F. Herbert, who acknowledged himself to be the CFO of ENVIROSCENT, INC., a Delaware corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

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

My commission expires: May 02, 2022

Lisa Ann Lepping
Notary Public

Lisa Ann Lepping
Print Name



ATLANTIC CAPITAL BANK, N.A.

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

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

01. 30-2022

Print Name _____

PATENT
REEL: 046136 FRAME: 0727

**SCHEDULE A TO
AMENDED AND RESTATED RIDER TO SECURITY AGREEMENT - PATENTS**

Enviroscent Family	Title File Number	Country	Status	Serial No Filing Date	Patent No. Issue Date	Inventors
US: Core Utility ORG	SCENT DEVICES AND METHODS 097381-0968321	United States of America	Issued	11/571,240 6/24/05	8,919,662 12/30/14	Jeffrey Sherwood
US: Core "Vase" Utility CON	SCENT DEVICES AND METHODS 097381-0967777	United States of America	Issued	14/582,531 12/24/14	9,381,266 7/5/16	Jeffrey S. Sherwood
US: Core "String/Hook" Utility CON	SCENT DEVICES AND METHODS 097381-1013024	United States of America	Published	15/179,832 6/10/16		Jeffrey S. Sherwood
US: Kitchen Sink Utility ORG	METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES 097381-0968324	United States of America	Issued	13/077,971 3/31/11	9,132,204 9/15/15	Nicholas McKay, Jeffrey Sherwood, Jeffery S. Hsieh, Pedro Antonio Rodriguez
US: Kitchen Sink "Hollow Core/Porosity" Utility CON	METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES 097381-0967779	United States of America	Issued	14/851,763 9/11/15	9,694,096 07/04/17	Nicholas D. McKay, Jeffrey S. Sherwood, Jeffery S. Hsieh, Pedro Antonio Rodriguez
US: Kitchen Sink "Fusion" Utility CON	METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES: 3-D PULP COMPOSITION 097381-1014653	United States of America	Published	15/614,537 6/5/17		Nicholas D. McKay, Jeffrey S. Sherwood, Jeffery S. Hsieh, Pedro Antonio Rodriguez
EP: Kitchen Sink Utility ORG	METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES 097381-0968326	European Patent Office	Published	11763485.7 3/31/11		Nicholas D. McKay, Jeffrey Sherwood, Pedro A. Rodriguez, Jeff Hsieh

Enviroscent Family	Title File Number	Country	Status	Serial No Filing Date	Patent No. Issue Date	Inventors
KR: Kitchen Sink Utility ORG	METHODS, COMPOSITIONS AND ARTICLES FOR OLFACTORY-ACTIVE SUBSTANCES 097381-0968329	Republic of Korea	Published	10-2012-7028002 3/31/11		Nicholas D. McKay, Jeffrey Sherwood, Pedro A. Rodriguez, Jeff Hsieh
US: Vase Design ORG	VASE 097381-0924643	United States of America	Issued	29/401,880 9/16/11	D667,750 9/25/12	Nicholas McKay
EP: Artificial Trees Utility ORG	SCENTED ARTIFICIAL TREES 097381-0937560	European Patent Office	Published/ Abandoned	13835789.2 9/4/13		Nicholas D. McKay, Emrie Sherwood
US: Hold-Push Utility ORG	COATING PROVIDING MODULATED RELEASE OF VOLATILE COMPOSITIONS 097381-0919567	United States of America	Issued	14/500,089 9/29/14	9,149,552 10/6/15	Bao Trong Do, Eric Mehnert, Nicholas D. McKay, Candace Branch, Jeffrey Sherwood
US: Hold-Push Utility CON	COATING PROVIDING MODULATED RELEASE OF VOLATILE COMPOSITIONS 097381-0952378	United States of America	Issued	14/866,297 9/25/15	9,694,097 07/04/17	Bao Trong Do, Eric Mehnert, Nicholas D. McKay, Candace Branch, Jeffrey Sherwood
US: Hold-Push Utility CON	COATING PROVIDING MODULATED RELEASE OF VOLATILE COMPOSITIONS 097381-1050701	United States of America	Published	15/636,936 06/29/17		Bao Trong Do, Eric Mehnert, Nicholas D. McKay, Candace Branch, Jeffrey Sherwood
EP: Hold-Push Utility ORG	COATING PROVIDING MODULATED RELEASE OF VOLATILE COMPOSITIONS 097381-1045844	European Patent Office	Published	15778829.0 9/25/15		Bao Trong Do, Eric Mehnert, Nicholas D. McKay, Candace Branch, Jeffrey Sherwood
US: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0950615	United States of America	Issued	29/534,919 7/31/15	D800,286 10/17/17	Nicholas McKay, Tamara Lyn Kullback
CA: Burst Fillers Design ORG	COMBINED HEATED CONTAINER WITH SCENT-INFUSED WOUND SHEETS 097381-0970836	Canada	Issued	166,642 1/29/16	166,642 12/9/16	Nicholas D. McKay, Tamara Lyn Kullback

Enviroscent Family	Title File Number	Country	Status	Serial No Filing Date	Patent No. Issue Date	Inventors
CN: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0970837	China	Issued	201630033464.2 1/29/16	ZL 201630033464.2 11/30/16	Nicholas D. McKay, Tamara Lyn Kullback
EM: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0970838	European Union	Issued	002963934 1/29/16	002963934-0001 1/29/16	Nicholas McKay, Tamara Lyn Kullback
EM: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0970838	European Union	Issued	002963934 1/29/16	002963934-0002 1/29/16	Nicholas McKay, Tamara Lyn Kullback
EM: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0970838	European Union	Issued	002963934 1/29/16	002963934-0003 1/29/16	Nicholas McKay, Tamara Lyn Kullback
EM: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0970838	European Union	Issued	002963934 1/29/16	002963934-0004 1/29/16	Nicholas McKay, Tamara Lyn Kullback
EM: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0970838	European Union	Issued	002963934 1/29/16	002963934-0005 1/29/16	Nicholas McKay, Tamara Lyn Kullback
JP: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0970840	Japan	Issued	2016-001725 1/28/16	1573788 3/10/17	Nicholas McKay, Tamara Lyn Kullback

Enviroscent Family	Title File Number	Country	Status	Serial No Filing Date	Patent No. Issue Date	Inventors
KR: Burst Fillers Design ORG	AIR FRESHENER [OTHER THAN APPARATUS] 097381-0970853	Republic of Korea	Issued	30-2016-0004728 1/29/16	30-916010 7/18/17	Nicholas McKay, Tamara Lyn Kullback
KR: Burst Fillers Design DIV	AIR FRESHENER [OTHER THAN APPARATUS] 097381-1040972	Republic of Korea	Issued	30-2017-0003850 1/29/16	30-938308 12/27/17	Nicholas D. McKay, Tamara Lyn Kullback
MX: Burst Fillers Design ORG	COLLECTION OF SCENT-INFUSED WOUND SHEETS 097381-0970847	Mexico	Pending	MX/t/2016/000293 1/28/16		Nicholas D. McKay, Tamara Lyn Kullback
EP: Bursts Utility ORG	FORMED THREE-DIMENSIONAL MATRIX AND ASSOCIATED COATING PROVIDING MODULATED RELEASE OF VOLATILE COMPOSITIONS 097381-1067443 TWilliam, DLucas	European Patent Office	Pending	16734083.5 6/9/16		Eric Mehnert, Bao Trong Do, Nicholas D. McKay, Jeffrey S. Sherwood
CA: Bursts Utility ORG	FORMED THREE-DIMENSIONAL MATRIX AND ASSOCIATED COATING PROVIDING MODULATED RELEASE OF VOLATILE COMPOSITIONS 097381-1067444 TWilliam, DLucas	Canada	Unfiled			Eric Mehnert, Bao Trong Do, Nicholas D. McKay, Jeffrey S. Sherwood

Enviroscent Family	Title File Number	Country	Status	Serial No Filing Date	Patent No. Issue Date	Inventors
US: Bursts Utility ORG	FORMED THREE-DIMENSIONAL MATRIX AND ASSOCIATED COATING PROVIDING MODULATED RELEASE OF VOLATILE COMPOSITIONS 097381-1067446 TWilliam, DLucas	United States of America	Pending	15/580,865 6/9/16		Eric Mehnert, Bao Trong Do, Nicholas D. McKay, Jeffrey S. Sherwood
PCT: Low Heat Bursts Utility ORG	MODULATED RELEASE OF VOLATILE COMPOSITIONS WITH APPLICATION OF LOW ENERGY 097381-1035832	PCT	Published	PCT/US2017/013593 1/14/17		Bao Trong Do, Eric Mehnert, Nicholas D. McKay, Daniel S. Mare, Raquel Beckett
PCT: Freshpack 2.0 Utility ORG	MATERIALS AND PACKAGE CONFIGURATIONS FOR USE IN PACKAGING CLOSED BY PERMEABLE MEMBRANES 097381-1035834	PCT	Published	PCT/US2017/013597 1/14/17		Nicholas D. McKay, Bao Trong Do, Eric Mehnert
PCT: Fusion Utility ORG	ARTICLES FORMED OF PULP BASE MATERIALS WITH MODULATED SCENT RELEASE 097381-1062197	PCT	Pending	PCT/US2017/054245 9/29/17		Eric Mehnert, Nicholas D. McKay, Bao Trong Do