OP \$40.00 4962277

ETAS ID: TM451214

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		11/09/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AROMAIR FINE FRAGRANCE COMPANY		
Street Address:	8860 Smith's Mill Road, Suite 500		
City:	New Albany		
State/Country:	ОНЮ		
Postal Code:	43054		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4962277	AROMAIR

CORRESPONDENCE DATA

Fax Number: 7574730395

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.

Email: jgreen@williamsmullen.com
Correspondent Name: Jason Young Green, Esquire
Address Line 1: Williams Mullen, c/o IP Docketing
Address Line 2: 8300 Greensboro Drive, Suite 1100

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: Jason Young Green			
SIGNATURE:	/Jason Y. Green/		
DATE SIGNED:	11/16/2017		

Total Attachments: 3

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TRADEMARK 900428912 REEL: 006207 FRAME: 0233

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of November 9, 2017 and made by PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent under the below-defined Security Agreement, having an office at 500 First Avenue, 4th Floor, Pittsburgh, Pennsylvania 15219 ("Grantee") to AROMAIR FINE FRAGRANCE COMPANY (f/k/a Jeyes US Holdings, Inc.), a Delaware corporation ("Grantor"), with its chief executive office at 8860 Smith's Mill Road, Suite 500, New Albany, OH 43054.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as October 31, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), among Grantor (together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Grantee, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantor executed and delivered that certain Trademark Security Agreement dated as of October 31, 2016, made by Grantor in favor of Grantee (the "Security Agreement"), pursuant to which Grantor granted to Grantee a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral, including the Trademarks (as defined below) and associated goodwill, whether then presently existing or thereafter created or acquired (the "Security Interest");

WHEREAS, the Security Agreement was recorded in the records of the Trademark Division of the United States Patent and Trademark Office on October 31, 2016 at Reel 5910, Frame 0656;

WHEREAS, pursuant to and accordance with that certain Payoff Letter, dated as of November 8, 2017 (the "Payoff Letter"), by and between Grantee and Grantor, Grantor has caused all amounts outstanding under the Credit Agreement to be paid to Lenders in full, and the Credit Agreement has been terminated.

WHEREAS, in connection with the foregoing and pursuant to the Payoff Letter, Grantee now desires to terminate the Security Agreement in its entirety and release any and all security interests granted to Grantee under the Security Agreement and/or recorded against any of the Trademark Collateral, including the Trademarks and associated goodwill.

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Security Agreement. The term "<u>Trademarks</u>," as used herein, shall have the meaning set forth in the Security Agreement and shall mean and include all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on <u>Schedule A</u> hereto.
- 2. <u>Release of Security Interest</u>. Grantee (a) hereby terminates the Security Agreement in its entirety, (b) hereby terminates, releases and discharges the Security Interest in its entirety, and (c) hereby reassigns to Grantor all right, title and interest of Grantee in, to and under the Trademark Collateral, including the Trademarks and associated goodwill, that Grantee may have acquired.
- 3. <u>Authorization</u>. Grantee hereby authorizes Grantor or such other person as Grantor may designate to record this Termination with the United States Patent and Trademark Office.

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 $\begin{array}{c} 074658.16080/106298959v.2 \\ 074658.16080/106298959v.3 \end{array}$

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,

as Agent

sy: <u>////</u>_____

Name! Todd Milenius

Title: Senior Vice President

Schedule A

TRADEMARKS

Grantor	Country	Description of Trademark	Registration Number	Registration Date
Aromair Fine Fragrance Company (f/k/a Jeyes US Holdings, Inc.)	United States of America	AROMAIR	4962277	5/24/2016

074658.16080/106298959v.3

RECORDED: 11/16/2017

TRADEMARK REEL: 006207 FRAME: 0236