

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02)

07-07-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Patent

103566309

d documents or the new address(es) below.

1. Name of conveying party(ies):

Web Products, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) USA / NCAdditional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 30, 2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77666225

B. Trademark Registration No.(s)

2172391, 2267887, 2602451, 3022545, 3330155, 3325363, 3325361, 3325362, 2832712, 2580486, 3322227

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

77666225 - WEB PRODUCTS, 2172391 - FILTERMATE, 2267887 - ADSORBER, 2602451 - AROMAFRESH, 3022545 - FILTERFRESH

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: David M. Faris, Bank Officer

Internal Address: _____

Street Address: RBC Bank (USA)City: CharlotteState: North Carolina Zip: 28207Phone Number: (704) 686-1796Fax Number: (704) 686-6003Email Address: david.faris@rbc.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$640.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information Ref:

07/07/2009 MJAM1 0000167898

CHECK Refund Total: \$225.00

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Martin G. Flyke
 Signature

7/6/09
 Date

Martin G. Flyke, Esq.

Name of Person Signing

07/07/2009 MJAM1 0000167898

01 FC:8521 sheet, attachments, and document:

02 FC:4522

48.00 OP
 375.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-8940, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700415695

TRADEMARK
 REEL: 004046 FRAME: 0122

ATTACHMENT TO TRADEMARK
RECORDATION FORM COVER SHEET

Conveying Party: Web Products, LLC

Receiving Party: RBC Bank (USA)

The following Trademark Registration Nos. are a continuation of Item 4B of the Cover Sheet:

3315377, 3322224, 3322225 and 3322226

The following Descriptions of Trademarks are a continuation of Item 4C of the Cover Sheet:

3330155 – TROPICAL BAY, 3325363 – MELON ICE, 3325361 – LAVENDER BLOOM, 3325362 – COUNTRY COTTON, 2832712 – FRENCH SCENTS, 2580486 – HEPA-PURE, 3322227 – WEB 5 YEAR FILTER, 3315377 – WEB LIFETIME FILTER, 3322224 – WEB COIL CLEANER, 3322225 WEB VENT FILTERS, 3322226 – WEB ODOR CONTROL FILTER

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 30, 2009 by and among **WEB PRODUCTS, LLC**, a North Carolina limited liability company (the "Grantor"), having its chief executive office at 420 3rd Avenue, P.O. Box 9181, Hickory, North Carolina 28603, and **RBC BANK (USA)**, a North Carolina banking corporation (the "Secured Party").

This Agreement is executed pursuant to the terms of (a) the Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantor and the Secured Party and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

WEB PRODUCTS, LLC

By: Robert W. Lackey
Robert W. Lackey, Manager
fr

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Burke

I, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by ROBERT W. LACKEY, who personally appeared before me this day and acknowledged that he is the Manager of WEB PRODUCTS, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the corporation, and is personally known to me or has produced NCDL as identification.

Witness my hand and official seal this 21 day of June, 2009.

By: Christine J. Fulbright
Notary Public in and for the State of North Carolina

Printed Name: Christine J. Fulbright

My Commission Expires: July 19, 2009

(Affix Notary Seal)

[Trademark Security Agreement - Web Products, LLC]

CHARLOTTE/007671/689736R179v3

4819-8837-9907 01

Agreed and Accepted as of the 30 day of
June, 2009.

RBC BANK (USA),

By: 

Name: David Faris

Title: Senior Vice President

[Trademark Security Agreement – Web Products, LLC]

4819-8837-9907.01

CHARLOTTE/007671/6897/368179v3

TRADEMARK
REEL: 004046 FRAME: 0126

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Registration Number	Registration Date	Country
FILTERMATE	2172391	July 14, 1998	USA
ABSORBER	2267887	August 3, 1999	USA
AROMAFRESH	2602451	July 30, 2002	USA
FILTERFRESH	3022545	December 6, 2005	USA
TROPICAL BAY	3330155	November 6, 2007	USA
MELON ICE	3325363	October 30, 2007	USA
LAVENDER BLOOM	3325361	October 30, 2007	USA
COUNTRY COTTON	3325362	October 30, 2007	USA
FRENCH SCENTS	2832712	April 13, 2004	USA
HEPA-PURE	2580486	June 11, 2002	USA
WEB 5 YEAR FILTER	3322227	October 30, 2007	USA
WEB LIFETIME FILTER	3315377	October 23, 2007	USA
WEB COIL CLEANER	3322224	October 30, 2007	USA
WEB VENT FILTERS	3322225	October 30, 2007	USA
WEB ODOR CONTROL FILTER	3322226	October 30, 2007	USA

SERVICE MARKS

Mark	Serial Number	Filing Date	Country
WEB PRODUCTS	77666225	February 9, 2009	USA