

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Team Nevada, Inc.		12/31/2010	CORPORATION: DELAWARE
CTM Enterprises, Inc.		12/31/2010	CORPORATION: NEVADA
Red Rock Sales and Marketing Co., Inc.		12/31/2010	CORPORATION: NEVADA
Aries Marketing, Inc.		12/31/2010	CORPORATION: NEVADA

## RECEIVING PARTY DATA

Name:	RBC Bank (USA)
Street Address:	200 Providence Road
Internal Address:	Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28207
Entity Type:	CORPORATION: NORTH CAROLINA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2774392	PURAFILTER 2000
Registration Number:	2699253	PURAFILTER 2000
Registration Number:	3234980	SCENTED LIVING
Registration Number:	3219813	P PURE DEMAND BY PURAFILTER 2000 WATER PURIFICATION SYSTEMS
Registration Number:	3219812	PURE DEMAND

## CORRESPONDENCE DATA

Fax Number: (704)342-5264

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 704-342-5325

Email: mcree@poynerspruill.com

TRADEMARK

REEL: 004447 FRAME: 0250

900180503

OP \$140.00 2774392

Correspondent Name: M. Ruth McRee  
Address Line 1: 301 S. College St.  
Address Line 2: Suite 2300  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 007671.7815

NAME OF SUBMITTER: M. Ruth McRee

Signature: /m ruth mcree/

Date: 01/05/2011

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 31, 2010 by and among TEAM NEVADA, INC., a Delaware corporation, CTM ENTERPRISES, INC., a Nevada corporation, ARIES MARKETING, INC., a Nevada corporation and RED ROCK SALES AND MARKETING CO., INC., a Nevada corporation (each the "Grantor"), having its chief executive office at 420 3<sup>rd</sup> 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 Grantors 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 Grantors 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, each Grantor hereby grants to the Secured Party, a security interest in all of such 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.

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

TEAM NEVADA, INC., a Delaware corporation

By: Robert W. Lackey, Jr.  
Name: Robert W. Lackey, Jr.  
Title: CEO

CTM ENTERPRISES, INC., a Nevada corporation

By: Robert W. Lackey, Jr.  
Name: Robert W. Lackey, Jr.  
Title: CEO

ARIES MARKETING, INC., a Nevada corporation

By: Robert W. Lackey, Jr.  
Name: Robert W. Lackey, Jr.  
Title: CEO

RED ROCK SALES AND MARKETING, CO.,  
INC., a Nevada corporation

By: Robert W. Lackey, Jr.  
Name: Robert W. Lackey, Jr.  
Title: CEO

*Signature Page to  
Trademark Security Agreement*

TRADEMARK  
REEL: 004447 FRAME: 0253

STATE OF North Carolina

COUNTY OF Catawba

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, Jr., who personally appeared before me this day and acknowledged that he is the CEO of TEAM NEVADA, INC., a Delaware corporation, and that he, as CEO, being authorized to do so, executed the foregoing on behalf of the corporation, and is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 27 day of December, 2010.

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

Printed Name: Christine J. Fulbright

My Commission Expires: July 19, 2014

(Affix Notary Seal)

STATE OF North Carolina

COUNTY OF Catawba

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, Jr., who personally appeared before me this day and acknowledged that he is the CEO of CTM ENTERPRISES, INC., a Nevada corporation, and that he, as CEO, being authorized to do so, executed the foregoing on behalf of the corporation, and is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 27 day of December, 2010.

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

Printed Name: Christine J. Fulbright

My Commission Expires: July 19, 2014

(Affix Notary Seal)

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004447 FRAME: 0254**

STATE OF North Carolina

COUNTY OF Catawba

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, Jr., who personally appeared before me this day and acknowledged that he is the CEO of ARIES MARKETING, INC., a Nevada corporation, and that he, as CEO, being authorized to do so, executed the foregoing on behalf of the corporation, and is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 27 day of December, 2010.

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

Printed Name: Christine J. Fulbright

My Commission Expires: July 19, 2014

(Affix Notary Seal)

STATE OF North Carolina

COUNTY OF Catawba

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, Jr., who personally appeared before me this day and acknowledged that he is the CEO of RED ROCK SALES AND MARKETING CO., INC., a Nevada corporation, and that he, as CEO, being authorized to do so, executed the foregoing on behalf of the corporation, and is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 27 day of December, 2010.

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

Printed Name: Christine J. Fulbright

My Commission Expires: July 19, 2014

*Signature Page to  
Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004447 FRAME: 0255**

Agreed and Accepted as of the 31<sup>st</sup> day of  
December, 2010.

RBC BANK (USA),

By: David Faris  
Name: David Faris  
Title: Senior Vice President

Signature Page Trademark/Security Agreement

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TRADEMARK  
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Schedule A to Trademark Security Agreement

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
CTM Enterprises, Inc.	PURAFILTER 2000	2,774,392	USA	10/21/2003
CTM Enterprises, Inc.	PURAFILTER 2000	2,699,253	USA	3/25/2003
CTM Enterprises, Inc.	SCENTED LIVING	3,234,980	USA	6/22/2005
CTM Enterprises, Inc.	P PURE DEMAND BY PURAFILTER 2000 WATER PURIFICATION SYSTEMS and Stylized Logo	3,219,813	USA	3/20/2007
CTM Enterprises, Inc.	PURE DEMAND	3,219,812	USA	3/20/2007



Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

807671-07815000/476877v5.0 12/28/2010