

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
CTM Enterprises, Inc.		12/31/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	PF2 Holdings, LLC
Street Address:	420 Third Avenue NW
City:	Hickory
State/Country:	NORTH CAROLINA
Postal Code:	28601
Entity Type:	LIMITED LIABILITY COMPANY: 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)339-3470
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704-377-8170
 Email: ecampbell@rbh.com
 Correspondent Name: Elizabeth Campbell
 Address Line 1: 101 N. Tryon Street
 Address Line 2: Suite 1900
 Address Line 4: Charlotte, NORTH CAROLINA 28246

OP \$140.00 2774392

ATTORNEY DOCKET NUMBER:	20848.00017
NAME OF SUBMITTER:	Elizabeth Campbell
Signature:	/Elizabeth Campbell/
Date:	01/06/2011
Total Attachments: 8 source=CTM TRADEMARK-170424#page1.tif source=CTM TRADEMARK-170424#page2.tif source=CTM TRADEMARK-170424#page3.tif source=CTM TRADEMARK-170424#page4.tif source=CTM TRADEMARK-170424#page5.tif source=CTM TRADEMARK-170424#page6.tif source=CTM TRADEMARK-170424#page7.tif source=CTM TRADEMARK-170424#page8.tif	

THIS AGREEMENT IS SUBJECT TO THE SUBORDINATION PROVISIONS SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (FIRST LIEN / SECOND LIEN) DATED DECEMBER 31, 2010 (AS AMENDED) AMONG RBC BANK (USA), PF2 HOLDINGS, LLC, HUNTINGTON CAPITAL, L.P. AND MICHAEL ZIMMER (INCLUDING EACH SUCH PARTY'S SUCCESSORS AND ASSIGNS).

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Trademark Security Agreement (Second Lien) (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 a "Grantor," and collectively, the "Grantors"), having its chief executive office at 420 3rd Avenue, P.O. Box 9181, Hickory, North Carolina 28603, in favor of **PF2 HOLDINGS, LLC**, as Collateral Agent for the Lenders (as defined below) party to the Loan Agreement referred to below (in such capacity, the "Collateral Agent", and together with the Lenders, collectively, the "Secured Parties").

This Agreement is executed pursuant to the terms of (a) the Amended and Restated Subordinated 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, the Collateral Agent, Huntington Capital, L.P., Michael Zimmer and PF2 Holdings, LLC (collectively, the "Lenders") and (b) the Amended and Restated Security Agreement (Second Lien) 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 Collateral Agent, for the ratable benefit of the Secured Parties. 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 Collateral Agent, for the benefit of the Secured Parties, 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

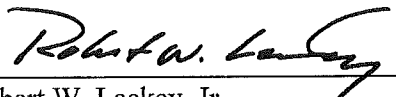
(iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Parties 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.

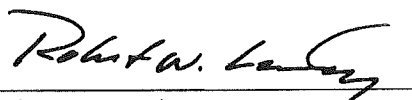
[SIGNATURE PAGES FOLLOW]

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

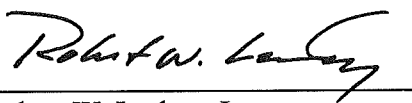
TEAM NEVADA, INC., a Delaware corporation

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

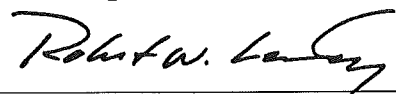
CTM ENTERPRISES, INC., a Nevada corporation

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

ARIES MARKETING, INC., a Nevada corporation

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

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

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

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 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 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 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 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 Fulbright
Notary Public in and for the State of NC

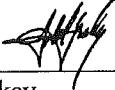
Printed Name: Christine J. Fulbright

My Commission Expires: July 19, 2014

(Affix Notary Seal)

Agreed and Accepted as of the
date first written above.

PF2 HOLDINGS, LLC, as Collateral Agent

By:  _____
Name: Robert W. Lackey
Title: Manager

[Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 004447 FRAME: 0914

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

None.