

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.		11/18/2011	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Huntington Capital Fund II, L.P., as Collateral Agent		
Street Address:	4660 La Village Dr., Ste. 650		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3219813	P PURE DEMAND BY PURAFILTER 2000 WATER PURIFICATION SYSTEMS	
Registration Number:	2699253	PURAFILTER 2000	
Registration Number:	2774392	PURAFILTER 2000	
Registration Number:	3219812	PURE DEMAND	
Registration Number:	3234980	SCENTED LIVING	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5130		
Phone:	858-638-6730		
Email:	susan.reynholds@dlapiper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Dr., Ste. 1100		
Address Line 2:	Attention: Susan Reynolds		
Address Line 4:	San Diego, CALIFORNIA 92121		

CH \$140.00 3219813

ATTORNEY DOCKET NUMBER:	367321-6
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	12/09/2011
Total Attachments: 6 source=CTM Enterprises IPSA#page1.tif source=CTM Enterprises IPSA#page2.tif source=CTM Enterprises IPSA#page3.tif source=CTM Enterprises IPSA#page4.tif source=CTM Enterprises IPSA#page5.tif source=CTM Enterprises IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 18, 2011 by and between HUNTINGTON CAPITAL FUND II, L.P., as Collateral Agent under (and as described in) the Loan Agreement (defined below) (“Collateral Agent”) and CTM ENTERPRISES, INC. (“Borrower”).

RECITALS

Lenders (as defined in the Loan Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Collateral Agent, Lenders and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Collateral Agent a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower, Collateral Agent and any Lender, Borrower grants to Collateral Agent, a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower

420 3rd Avenue, NW
Hickory, NC 28601
Attn: Robert W. Lackey, Jr.
Fax: (828) 328-1142

BORROWER:

CTM ENTERPRISES, INC.

By: 
Name: Robert W. Lackey, Jr.
Title: Chief Executive Officer

Address of Collateral Agent:

4660 La Jolla Village Drive, Suite 650 San
Diego, CA 92122 Attention: Joel Gragg
Fax: (858) 259-0074

COLLATERAL AGENT:

HUNTINGTON CAPITAL FUND II, L.P., a
Delaware limited partnership

By: _____
Name: _____
Title: _____

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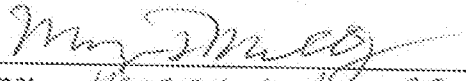
By: 
Name: Morgan L. Miller, Jr.
Title: Managing Member

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		


EXHIBIT B

Patents

<u>Description</u>	<u>Serial/ Application Number</u>	<u>File Date</u>	<u>Patent No./ Issue Date</u>
None.			

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Status</u>	<u>Application No./Filing Date</u>	<u>Registration No./Reg. Date</u>
	Registered	78/818,112 02/17/2006	3,219,813 03/20/2007
PURAFILTER 2000	Registered	76/091,449 07/18/2000	2,699,253 03/25/2003
PURAFILTER 2000	Registered	76/091,467 07/18/2000	2,774,392 10/21/2003
PURE DEMAND	Registered	78/818,084 02/17/2006	3,219,812 03/20/2007
SCENTED LIVING	Registered	78/656.436 06/22/2005	3,234,980 04/24/2007