

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
PROTECT PLUS AIR LLC		11/18/2011	LIMITED LIABILITY COMPANY: NORTH CAROLINA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3562443	HOME FRESH	
Registration Number:	2926995	ENVIROFLOW	
Registration Number:	2863723	OGUARD	
Serial Number:	85461345	PROCLEAR	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5130		
Phone:	858-638-6730		
Email:	susan.reynolds@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 \$115.00 3562443

ATTORNEY DOCKET NUMBER:	367321-6
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	12/09/2011
Total Attachments: 6 source=Protect Plus Air IPSA#page1.tif source=Protect Plus Air IPSA#page2.tif source=Protect Plus Air IPSA#page3.tif source=Protect Plus Air IPSA#page4.tif source=Protect Plus Air IPSA#page5.tif source=Protect Plus Air 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 PROTECT PLUS AIR LLC (“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:

PROTECT PLUS AIR LLC

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

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: _____

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:

PROTECT PLUS AIR LLC

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

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: Morgan L. Miller
Name: MORGAN L. MILLER
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>
Two Stage Air Filter	12/062,623	04/04/2008	N/A
Air Scent Dispenser	13/096,414	04/28/2011	N/A
Folding Display Apparatus	12/943,076	11/10/2010	N/A
Household Odor Elimination Device	61/505,674	07/08/2011	N/A
Filter Device with Corner Attachment ¹	10/444,943	05/23/2003	6,918,940 07/19/2005
Storage and Merchandising Container ¹	10/659,526	09/09/2003	6,923,326 08/02/2005
Method of Packaging Articles for Shipment, Storage and Display ¹	11/122,386	05/05/2005	7,328,552 02/12/2008
Two Stage Air Filter	60/921,981	4/5/2007	N/A
Correlated Filter and Thermostat	11/582,181	10/17/2006	N/A
Filtering Devices	N/A	N/A	N/A
Furnace Filter Device with Bat	N/A	N/A	N/A

¹ The record should reflect Protect Plus Air LLC as successor-in-interest.

EXHIBIT C

Trademarks

Trademark	Status	Application No./ Filing Date	Registration No./ Reg. Date
PROCLEAR	Application pending	85/461,345 11/01/2011	N/A
PROCLEAR	Abandoned	77/116,352 02/26/2007	N/A
HOME FRESH	Registered	78/322,694 11/04/2003	3,562,443 01/13/2009
HIGH ALLERGEN CARE	Abandoned	77/481,725 05/22/2008	N/A
HOME CARE	Abandoned	77/481,737 05/22/2008	N/A
ULTRA ALLERGEN CARE	Abandoned	77/481,752 05/22/2008	N/A
SYSTEM & SURFACE CARE	Abandoned	77/481,742 05/22/2008	N/A
PREMIUM ALLERGEN CARE	Abandoned	77/481,715 05/22/2008	N/A
MULTI-SIZE PLEATED AIR FILTERS	Abandoned	77/454,886 04/22/2008	N/A
ENVIROFLOW ¹ RWL Corporation is owner	Registered	78/274,616 07/15/2003	2,926,995 02/15/2005
OGUARD ¹ RWL Corporation is owner	Registered	78/199,324 01/02/2003	2,863,723 07/13/2004

¹ The record should reflect Protect Plus Air LLC as successor-in-interest.