

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
FILTERS NOW LLC		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
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:	3621963	FILTERS-NOW.COM	
Registration Number:	2684689	FILTERS-NOW.COM INCORPORATED	
Registration Number:	3948994	SIMPLY CUT	
Registration Number:	2922532	ACCUMULAIR	
Registration Number:	4026765	ODOR BLOCK	
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 3621963

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

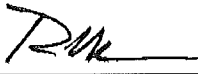
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower

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

BORROWER:

FILTERS NOW 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:

FILTERS NOW 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. Willetts
Name: Morgan L. Willetts, TR
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

Trademarks¹

<u>Trademark</u>	<u>Status</u>	<u>Application No./Filing Date</u>	<u>Registration No./Reg. Date</u>
FILTERS-NOW.COM	Registered	77/490,618 06/04/2008	3,621,963 05/19/2009
 FILTERS-NOW.COM INCORPORATED	Registered	78/006,003 04/27/2000	2,684,689 02/04/2003
SIMPLY CUT	Registered	77/940,347 02/19/2010	3,948,994 04/19/2011
	Registered	78/094,885 11/25/2001	2,922,532 02/01/2005
ODOR BLOCK	Registered	77/940,340 02/19/2010	4,026,765 09/13/2011

¹ FiltersNow.com, Inc., the current owner of record for all trademarks listed on this exhibit, has merged itself with and into Filters Now LLC effective November 18, 2011.