

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CTM Enterprises, Inc.		09/23/2014	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	214 N. Tryon Street		
<b>Internal Address:</b>	Suite 3900		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3219813	P PURE DEMAND BY PURAFILTER 2000 WATER P	
<b>Registration Number:</b>	2699253	PURAFILTER 2000	
<b>Registration Number:</b>	2774392	PURAFILTER 2000	
<b>Registration Number:</b>	3219812	PURE DEMAND	
<b>Registration Number:</b>	3234980	SCENTED LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0081829-000003		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		
<b>SIGNATURE:</b>	/Michael L. Dever/		
<b>DATE SIGNED:</b>	09/30/2014		

CH \$140.00 3219813

**Total Attachments: 3**

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**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

September 25, 2014

WHEREAS, CTM ENTERPRISES, INC., a Nevada corporation (the "**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated as of September 25, 2014, by and among the Grantor, other loan parties party thereto, and JPMorgan Chase Bank, N.A. (the "**Lender**") (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Lender a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Lender a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

[SIGNATURE PAGE TO ACKNOWLEDGEMENT OF SECURITY INTEREST IN  
TRADEMARKS]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its  
officer thereunto duly authorized as of the date first written above.

GRANTOR:

CTM ENTERPRISES, INC.

By: \_\_\_\_\_

Name: Robert W. Lackey, Jr.

Title: Chief Executive Officer

STATE OF North Carolina )  
COUNTY OF Catawba ) SS

The foregoing instrument was acknowledged before me this 23 day of  
September, 2014, by Robert W. Lackey Jr, a CEO of  
CTM Enterprises Inc, on behalf of said \_\_\_\_\_.

Austin J. [Signature]  
Notary Public

My commission expires July 19, 2019

**SCHEDULE 1 TO**  
**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

**REGISTERED TRADEMARKS**

**Owner: CTM ENTERPRISES, INC.**

<b>TRADEMARK</b>	<b>U.S. SERIAL NO.</b>	<b>U.S. REGISTRATION</b>
P PURE DEMAND BY PURAFILTER 2000 WATER PURIFICATION SYSTEMS	3219813	Mar. 20, 2007
PURAFILTER 2000	2699253	Mar. 25, 2003
PURAFILTER 2000	2774392	Oct. 21, 2003
PURE DEMAND	3219812	Mar. 20, 2007
SCENTED LIVING	3234980	Apr. 24, 2007
SCENTED LIVING	78/656,438	Jun. 22, 2005