

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446173

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900422171

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROTECT PLUS AIR LLC		09/19/2017	Limited Liability Company: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Johnson Bank
Street Address:	333 East Wisconsin Avenue
Internal Address:	Suite 82
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	Bank: WISCONSIN

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4293149	PROCLEAR
Registration Number:	2926995	ENVIROFLOW
Registration Number:	3562443	HOME FRESH
Registration Number:	2863723	OGUARD
Serial Number:	85753044	PROTECT PLUS AIR

CORRESPONDENCE DATA

Fax Number: 4142713552

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.

Email: tm-dept@quarles.com

Correspondent Name: Hillary J. Wucherer

Address Line 1: Quarles & Brady LLP - ATTN IP Docket

Address Line 2: 411 E. Wisconsin Ave., Suite 2350

Address Line 4: Milwaukee, WISCONSIN 53202-4426

ATTORNEY DOCKET NUMBER:	160906.00063
NAME OF SUBMITTER:	Hillary J. Wucherer
SIGNATURE:	/Hillary J. Wucherer/

DATE SIGNED:	10/05/2017
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Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Grant") is made effective as of September 19, 2017, by and from PROTECT PLUS AIR LLC, a North Carolina limited liability company ("Assignor"), whose principal address is 420 Third Avenue N.W., Hickory, North Carolina 28601, to and in favor of JOHNSON BANK, whose principal address is 333 East Wisconsin Avenue, Suite 82, Milwaukee, Wisconsin 53202, as administrative agent ("Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Assignor, the other Borrowers from time to time party to the Loan Agreement (together with Assignor, each a "Borrower" and collectively, the "Borrowers"), Assignee, as administrative agent, and the Lenders, as such Loan Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated or refinanced from time to time, the "Security Agreement"), pursuant to which Assignor has granted Assignee, for the benefit of the Secured Creditors and their affiliates, a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Loan Agreement). Upon the payment in full of all Obligations (other than contingent indemnity obligations), Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Grant.

(b) Assignor hereby collaterally assigns and grants to Assignee, for the benefit of the Secured Creditors and their affiliates, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by Assignor (but excluding intent-to-use trademark applications which are described in Section 2(i) of the Security Agreement), together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

(c) The rights and remedies of Assignee and the Secured Creditors and their affiliates 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 Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor has executed this Confirmatory Grant effective as of the above-indicated date.

PROTECT PLUS AIR LLC

By: 

Name: Luke A. Phenicie

Title: President

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

PATENTS			
INVENTION TITLE	APPLICATION / REGISTRATION NUMBER	JURISDICTION	OWNER
AIR FILTER SCENT DISPENSER	8,709,347	UNITED STATES	PROTECT PLUS AIR LLC
AIR FILTER SCENT DISPENSER DEVICE	14/208,372	UNITED STATES	PROTECT PLUS AIR LLC

TRADEMARKS			
TRADEMARK	APPLICATION / REGISTRATION NUMBER	JURISDICTION	OWNER
PROCLEAR	4,293,149	UNITED STATES	PROTECT PLUS AIR LLC
ENVIROFLOW	2,926,995	UNITED STATES	PROTECT PLUS AIR LLC
HOME FRESH	3,562,443	UNITED STATES	PROTECT PLUS AIR LLC
OGUARD	2,863,723	UNITED STATES	PROTECT PLUS AIR LLC
PROTECT PLUS AIR	85/753,044	UNITED STATES	PROTECT PLUS AIR LLC

U.S. Copyrights

None.