

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FILTERS NOW LLC		09/19/2017	Limited Liability Company: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2922532	ACCUMULAIR	
Registration Number:	3621963	FILTERS-NOW.COM	
Registration Number:	3948994	SIMPLY CUT	
Registration Number:	4026765	ODOR BLOCK	
CORRESPONDENCE DATA			
Fax Number:	4142713552		
<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>			
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		
NAME OF SUBMITTER:	Hillary J. Wucherer		
SIGNATURE:	/Hillary J. Wucherer/		
DATE SIGNED:	10/05/2017		
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 FILTERS NOW LLC, a Delaware 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.

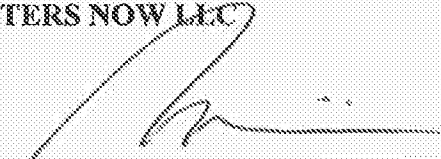
(b) Assignor hereby collaterally assigns and grants to Assignee, for the benefit of the Secured Creditors and their affiliates, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time 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.

FILTERS NOW 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

U.S. Patents

None.

TRADEMARKS			
TRADEMARK	APPLICATION / REGISTRATION NUMBER	JURISDICTION	OWNER
ACCUMULAIR AND DESIGN	2,922,532	UNITED STATES	FILTERS NOW LLC
FILTERS-NOW.COM	3,621,963	UNITED STATES	FILTERS NOW LLC
FILTERS-NOW.COM DESIGN	2,684,689	UNITED STATES	FILTERS NOW LLC
SIMPLY CUT	3,948,994	UNITED STATES	FILTERS NOW LLC
ODOR BLOCK	4,026,765	UNITED STATES	FILTERS NOW LLC

U.S. Copyrights

None.