

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446177

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WEB PRODUCTS, LLC		09/19/2017	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Johnson Bank		
<b>Street Address:</b>	333 EAST WISCONSIN AVENUE		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53202		
<b>Entity Type:</b>	Bank: WISCONSIN		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4226846	SOOTHING CITRUS	
<b>Registration Number:</b>	4222825	GENTLE RAIN	
<b>Registration Number:</b>	4226845	BERRY FUSION	
<b>Registration Number:</b>	4222824	FRAGRANT LIVING	
<b>Registration Number:</b>	3733994	ABSORBER	
<b>Registration Number:</b>	3669289	WEB PRODUCTS	
<b>Registration Number:</b>	3315377	WEB LIFETIME FILTER	
<b>Registration Number:</b>	3330155	TROPICAL BAY	
<b>Registration Number:</b>	3022545	FILTERFRESH	
<b>Registration Number:</b>	3322227	WEB 5 YEAR FILTER	
<b>Registration Number:</b>	3322226	WEB ODOR CONTROL FILTER	
<b>Registration Number:</b>	3322225	WEB VENT FILTERS	
<b>Registration Number:</b>	3322224	WEB COIL CLEANER	
<b>Registration Number:</b>	3325363	MELON ICE	
<b>Registration Number:</b>	3325362	COUNTRY COTTON	
<b>Registration Number:</b>	3325361	LAVENDER BLOOM	
<b>Registration Number:</b>	2832712	FRENCH SCENTS	
<b>Registration Number:</b>	3407719	WEB FILTER CHARGER	
<b>Registration Number:</b>	2015797	THE WEB	
<b>TRADEMARK</b>			

CH \$590.00 4226846

Property Type	Number	Word Mark
Registration Number:	2267887	ABSORBER
Registration Number:	2172391	FILTERMATE
Registration Number:	1914321	MICROPEST CONTROL
Registration Number:	1662389	THE WEB

**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

**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 WEB PRODUCTS, 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.

**WEB PRODUCTS, 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

<b>PATENTS</b>			
INVENTION TITLE	APPLICATION / REGISTRATION NUMBER	JURISDICTION	OWNER
SCENTING DEVICE FOR HVAC SYSTEMS	6,117,218	UNITED STATES	WEB PRODUCTS, LLC

<b>TRADEMARKS</b>			
TRADEMARK	APPLICATION / REGISTRATION NUMBER	JURISDICTION	OWNER
SOOTHING CITRUS	4,226,846	UNITED STATES	WEB PRODUCTS, LLC
GENTLE RAIN	4,222,825	UNITED STATES	WEB PRODUCTS, LLC
BERRY FUSION	4,226,845	UNITED STATES	WEB PRODUCTS, LLC
FRAGRANT LIVING	4,222,824	UNITED STATES	WEB PRODUCTS, LLC
ABSORBER	3,733,994	UNITED STATES	WEB PRODUCTS, LLC
WEB PRODUCTS	3,669,289	UNITED STATES	WEB PRODUCTS, LLC
WEB LIFETIME FILTER	3,315,377	UNITED STATES	WEB PRODUCTS, LLC
TROPICAL BAY	3,330,155	UNITED STATES	WEB PRODUCTS, LLC
FILTERFRESH	3,022,545	UNITED STATES	WEB PRODUCTS, LLC
WEB 5 YEAR FILTER	3,322,227	UNITED STATES	WEB PRODUCTS, LLC
WEB ODOR CONTROL FILTER	3,322,226	UNITED STATES	WEB PRODUCTS, LLC
WEB VENT FILTERS	3,322,225	UNITED STATES	WEB PRODUCTS, LLC
WEB COIL CLEANER	3,322,224	UNITED STATES	WEB PRODUCTS, LLC
MELON ICE	3,325,363	UNITED STATES	WEB PRODUCTS, LLC
COUNTRY COTTON	3,325,362	UNITED STATES	WEB PRODUCTS, LLC
LAVENDAR BLOOM	3,325,361	UNITED STATES	WEB PRODUCTS, LLC
FRENCH SCENTS	2,832,712	UNITED STATES	WEB PRODUCTS, LLC
WEB FILTER CHARGER	3,407,719	UNITED STATES	WEB PRODUCTS, LLC
THE WEB	2,015,797	UNITED STATES	WEB PRODUCTS, LLC
ABSORBER	2,267,887	UNITED STATES	WEB PRODUCTS, LLC
FILTERMATE	2,172,391	UNITED STATES	WEB PRODUCTS, LLC
MICROPEST CONTROL	1,914,321	UNITED STATES	WEB PRODUCTS, LLC
THE WEB	1,662,389	UNITED STATES	WEB PRODUCTS, LLC

**U.S. Copyrights**

None.