

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM508299

<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>
CTM Enterprises, Inc.		01/31/2019	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RGA Reinsurance Company		
<b>Street Address:</b>	16600 Swingley Ridge Road		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63017		
<b>Entity Type:</b>	Corporation: MISSOURI		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3234980	SCENTED LIVING	
<b>Registration Number:</b>	2774392	PURAFILTER 2000	
<b>Registration Number:</b>	2699253	PURAFILTER 2000	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7043317445		
<b>Email:</b>	aryane.garansi@klgates.com		
<b>Correspondent Name:</b>	Aryane Garansi		
<b>Address Line 1:</b>	214 N Tryon Street		
<b>Address Line 2:</b>	47th Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Aryane Garansi		
<b>SIGNATURE:</b>	/Aryane Garansi/		
<b>DATE SIGNED:</b>	02/01/2019		
<b>Total Attachments: 5</b>			
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AGREEMENT (AS AMENDED, AMENDED AND RESTATED, EXTENDED, REPLACED, SUPPLEMENTED OR OTHERWISE MODIFIED OR REFINANCED FROM TIME TO TIME, THE “SENIOR SUBORDINATION AGREEMENT”) EFFECTIVE AS OF DECEMBER 31, 2018, AMONG PROTECT PLUS HOLDINGS CORP., AN INDIANA CORPORATION (“PARENT”), TEAM NEVADA, INC., A DELAWARE CORPORATION (“TEAM NEVADA”), FILTERS NOW LLC, A DELAWARE LIMITED LIABILITY COMPANY (“FILTERS NOW”), FILTER FINDER LLC, A DELAWARE LIMITED LIABILITY COMPANY (“FILTER FINDER”), PROTECT PLUS AIR LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY (“PROTECT PLUS”), CTM ENTERPRISES, INC., A NEVADA CORPORATION (“CTM”), PPA INDUSTRIES, INC., AN INDIANA CORPORATION (“INDUSTRIES”), AND WEB PRODUCTS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY (“WEB”, TOGETHER WITH PARENT, TEAM NEVADA, FILTERS NOW, FILTER FINDER, PROTECT PLUS, INDUSTRIES, CTM AND EACH OTHER PERSON WHO BECOMES A “BORROWER” UNDER THE SENIOR SUBORDINATION AGREEMENT BY EXECUTION OF AN ADDITIONAL BORROWER JOINDER, ARE EACH HEREINAFTER REFERRED TO INDIVIDUALLY AS A “BORROWER” AND COLLECTIVELY AS THE “BORROWERS”), RGA REINSURANCE COMPANY, A MISSOURI CORPORATION, IN ITS CAPACITY AS AGENT (“JUNIOR AGENT”) FOR THE JUNIOR CREDITORS (AS DEFINED THEREIN), AND JOHNSON BANK, A WISCONSIN BANKING CORPORATION FOR ITSELF AND AS AGENT (IN SUCH CAPACITY, THE “SENIOR AGENT”) FOR THE LENDERS (THE “SENIOR LENDERS”) FROM TIME TO TIME PARTY TO THE LOAN AGREEMENT DATED AS OF SEPTEMBER 19, 2017 (AS AMENDED, AMENDED AND RESTATED, EXTENDED, REPLACED, SUPPLEMENTED OR OTHERWISE MODIFIED OR REFINANCED FROM TIME TO TIME) BY AND AMONG THE ISSUERS, THE SENIOR AGENT AND THE SENIOR LENDERS AND THEIR SUCCESSORS AND ASSIGNS, TO ALL INDEBTEDNESS AND OTHER OBLIGATIONS (INCLUDING INTEREST) OWED BY THE BORROWERS TO THE SENIOR AGENT AND THE SENIOR LENDERS; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SENIOR SUBORDINATION AGREEMENT.

#### 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 dated as of January 31, 2019, by and from CTM ENTERPRISES, INC., a Nevada corporation (“Assignor”), whose principal address is 420 Third Avenue N.W., Hickory, North Carolina 28601, to and in favor of RGA REINSURANCE COMPANY, whose principal address is 16600 Swingley Ridge Road, Chesterfield, Missouri 63017, as administrative agent (“Assignee”) for the holders (the “Holders”) from time to time parties to that certain Note Purchase Agreement dated as of September 19, 2017, as amended by that certain First Amendment to Note Purchase Agreement

dated as of August 2, 2018, that certain Second Amendment to Note Purchase Agreement dated as of January 31, 2019 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) by and among Assignor, the other Issuers from time to time party to the Note Purchase Agreement (together with Assignor, each an “Issuer” and collectively, the “Issuers”), Assignee, as administrative agent, and the Holders.

WHEREAS, the Issuers 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 Note Purchase 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.

3. Senior Subordination Agreement. Notwithstanding anything herein to the contrary, this Confirmatory Grant and the rights, remedies, duties and obligations provided herein are subject in all respects to the provisions of the Senior Subordination Agreement.

(Signature Pages Follow)

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

**CTM ENTERPRISES, INC.**

By: 

Name: Christopher M. Eline

Title: Secretary

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

**Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS**

**U.S. Patents**

**None.**

<b>TRADEMARKS</b>			
<b>TRADEMARK</b>	<b>APPLICATION / REGISTRATION NUMBER</b>	<b>JURISDICTION</b>	<b>OWNER</b>
SCENTED LIVING	3,234,980	UNITED STATES	CTM ENTERPRISES, INC.
PURAFILTER2000	2,774,392	UNITED STATES	CTM ENTERPRISES, INC.
PURAFILTER2000	2,699,253	UNITED STATES	CTM ENTERPRISES, INC.

**U.S. Copyrights**

**None.**