

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM508305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protect Plus Air LLC		01/31/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	RGA Reinsurance Company		
Street Address:	16600 Swingley Ridge Road		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	Corporation: MISSOURI		
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	
Registration Number:	4478858	PROTECT PLUS AIR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	7043317445		
Email:	aryane.garansi@klgates.com		
Correspondent Name:	Aryane Garansi		
Address Line 1:	214 N Tryon Street		
Address Line 2:	47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2852819.00021		
NAME OF SUBMITTER:	Aryane Garansi		
SIGNATURE:	/Aryane Garansi/		
DATE SIGNED:	02/01/2019		

CH \$140.00 4293149

Total Attachments: 5

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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 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 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.

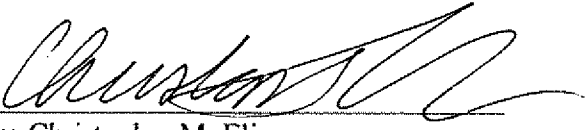
(c) The rights and remedies of Assignee and the Secured Creditors and their affiliates with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. 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.

PROTECT PLUS AIR LLC

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

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	4,478,858	UNITED STATES	PROTECT PLUS AIR LLC

U.S. Copyrights

None.