

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Carolina One, Inc.		11/21/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	David J. Donnalley		
<b>Street Address:</b>	6208 Westcott Drive		
<b>City:</b>	Summerfield		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27358		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3223401	EVERGLO	
Registration Number:	3112607	EVERGLO	
Registration Number:	3784848	V2	
Registration Number:	3939427	T2	
Registration Number:	3918399	T2	
Serial Number:	77746408	KILL DEVIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(336)333-7909		
<b>Phone:</b>	336.333.7907		
<b>Email:</b>	jworkman@connorslegal.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Jeff Workman		
<b>Address Line 1:</b>	609-B Eugene Court		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		

**OP \$165.00 3223401**

ATTORNEY DOCKET NUMBER:	DONNALLEY
NAME OF SUBMITTER:	Jeffrey T. Workman
Signature:	/jtw/
Date:	11/30/2011
Total Attachments: 3 source=Executed Trademark Security Agreement (00055579)#page1.tif source=Executed Trademark Security Agreement (00055579)#page2.tif source=Executed Trademark Security Agreement (00055579)#page3.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is entered into this 21<sup>st</sup> day of November, 2011, by and between **Carolina One, Inc.**, a North Carolina corporation ("Debtor"), and **David J. Donnalley**, a resident of Summerfield, North Carolina ("Creditor").

**WHEREAS**, Debtor and Creditor have entered into that certain Security Agreement dated as of November \_\_, 2011, as the same may be amended, modified, supplemented, renewed, extended or restated from time to time ("Security Agreement"); and

**WHEREAS**, pursuant to the terms of the Security Agreement, the Debtor has granted to the Creditor a lien and security interest in all General Intangibles of the Debtor, which includes, without limitation, all of the Debtor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Debtor's trademarks, trademark licenses, and all products and proceeds thereof, to secure the payment of a Revolving Line of Credit Promissory Note.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Creditor a lien and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 attached hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 attached hereto; and

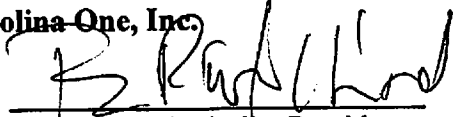
(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license referred to in Schedule 1 attached hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 attached hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Creditor is authorized to record a security interest in the above-referenced trademark collateral with the United States Patent and Trademark Office, in addition to any financing statement filings authorized by the Security Agreement. The lien and security interest contained in this Agreement are granted in conjunction with the liens and security interests granted to the Creditor pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Creditor with respect to the liens and security interests in the above-referenced trademark collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

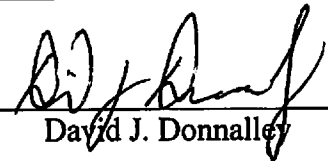
IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date written above.

**Debtor:**

Carolina One, Inc.

BY:   
Terry Paul Hindle, President

**Creditor:**

  
David J. Donnalley

**TRADEMARK SECURITY AGREEMENT**  
**SCHEDULE 1**

**TRADEMARKS**

1. EVERGLO  
Serial Number: 76555343  
Registration Number: 3223401  
Filing Date: 10/29/2003
  
2. EVERGLO  
Serial Number: 78313137  
Registration Number: 3112607  
Filing Date: 9/26/2003
  
3. V2  
Serial Number: 78907441  
Registration Number: 3784848  
Filing Date: 6/13/2006
  
4. T2  
Serial Number: 77527409  
Registration Number: 3939427  
Filing Date: 7/21/2008
  
5. T2  
Serial Number: 77189814  
Registration Number: 3918399  
Filing Date: 5/24/2007
  
6. KILL DEVIL  
Serial Number: 77746408  
Filing Date: 5/28/2009

**TRADEMARK LICENSES**

NONE