

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Port-A-Cool, L.L.C.	11/30/2006

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank
Street Address:	4975 Preston Park Blvd., Ste. 280
Internal Address:	Attn: Joseph M. Sammons, Vice-President
City:	Plano
State/Country:	TEXAS
Postal Code:	75093

PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	D362905
Patent Number:	D362904
Patent Number:	5238451
Patent Number:	6223548
Patent Number:	6502414
Patent Number:	6378322
Patent Number:	6481233
Patent Number:	6692231
Patent Number:	6533253
Patent Number:	6613182
Application Number:	90006567

CORRESPONDENCE DATA	
Fax Number:	(214)745-5390
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

OP \$440.00 D362905

Phone: 214.745.5400  
Email: bgarrard@winstead.com  
Correspondent Name: Winstead Sechrest & Minick  
Address Line 1: P.O. Box 50784  
Address Line 2: Attn: Beverly Garrard/IP Docketing  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

23812-70

NAME OF SUBMITTER:

Robert A. Voigt, Jr.

Total Attachments: 12

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of November 30, 2006 is made by and between PORT-A-COOL, L.L.C., a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

### Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the

Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly authorized by all necessary company action on the part of the Debtor.

(b) **Patents.** Exhibit A accurately lists all Patents owned by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Subsidiary's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Subsidiary's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Subsidiaries.** As of the date hereof, no Subsidiary owns or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Subsidiary owns or has a right to have assigned to it any such items, then the Debtor shall promptly either:  
(i) cause such Subsidiary to assign all of its rights in such item(s) to the Debtor; or  
(ii) notify the Secured Party of such item(s) and cause such Subsidiary to execute and

deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, title or ownership to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should the Lender determine such payments or filings are necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in the first sentence of subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein (other than Section 3(h)) binding on it after 10 days prior notice; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor and Secured Party under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Texas without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

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PORT-A-COOL, L.L.C.

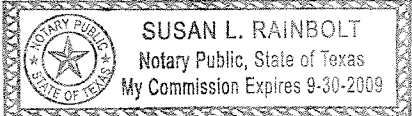
By *G.T. Barden*  
G.T. Barden  
Its President

Wells Fargo Bank, National Association  
4975 Preston Park Boulevard, Suite 280  
Plano, Texas 75093

WELLS FARGO BANK, NATIONAL ASSOCIATION  
By *Joseph M. Sammons*  
Joseph M. Sammons  
Its Vice President

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

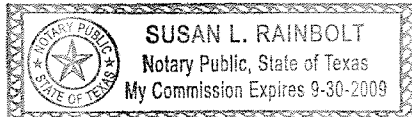
The foregoing instrument was acknowledged before me this 30th day of November, 2006, by G.T. Barden, the President of Port-A-Cool, L.L.C., a Delaware limited liability company, on behalf of the company.



*Susan Rainbolt*  
Notary Public

STATE OF TEXAS        )  
                                  )  
COUNTY OF DALLAS    )

The foregoing instrument was acknowledged before me this 30th day of November, 2006, by Joseph M. Sammons, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.



*Susan Rainbolt*  
Notary Public



EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
US-Patent EVAPORATIVE COOLER HOUSING	D362,905 10/03/95	26,020 07/15/94
US-Patent PORT-A-COOL	D362,904 10/03/95	25,906 07/15/94
US-Patent LIGHT ELIMINATOR FOR POULTRY HOUSE	5,238,451 08/24/93	07/836,737 02/19/92
US-Patent COOLER HOUSING APPARATUS AND METHOD OF MAKING THE SAME	6,223,548 05/01/01	09/273,096 03/19/99
US-Cont. Patent COOLER HOUSING APPARATUS AND METHOD OF MAKING THE SAME	6,502,414 01/07/2003	09/844,983 04/27/01
US- Patent HIGH-PERFORMANCE MOLDED FAN	6,378,322 04/30/2002	09/746,420 02/28/2001
USA- Cont. Patent HIGH-PERFORMANCE MOLDED FAN	6,481,233 11/19/2002	10/096,620 03/12/2002
USA – Patent MOLDED FAN HAVING REPOSITIONABLE BLADES	6,692,231 02/17/2004	09/796,587 02/28/2001
USA – Patent LIGHT ATTENUATING COOLING PAD	6,533,253 03/18/2003	09/821,401 03/29/2001
USA- Cont. Patent LIGHT ATTENUATING COOLING PAD	6,613,182 09/02/2003	10/364,446 02/10/2003

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
USA – Patent application: Re-Examination COOLER HOUSING APPARATUS AND METHOD OF MAKING THE SAME	90/006,567	03/20/2003

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
None			

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO./ REG. DATE</b>	<b>APPLN. NO./ APPLN. DATE</b>	<b>GOODS/SERVICES</b>
PORT-A-COOL	Argentina	1,792,038 05/02/2000	2,182,656 10/22/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Bolivia	77266-C 02/21/00	77266-C 02/21/00	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Brazil	821260383 04/23/02	821.260.383 12/10/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Canada	529,777 06/27/00	889,634 09/08/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Chile	688,894 07/14/03	436,022 12/21/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use.
KÜÜL	China		5,337,452 05/09/06	Evaporative cooling media, namely, filters and pads, for use with evaporative cooling units
PORT-A-COOL	China		77266-C	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Egypt	119859 6/30/02	119859 05/12/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	European Community	000921676 02/22/00	000921676 09/04/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Japan	4384040 05/19/00	HEI.10-90642 10/20/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use

MARK	COUNTRY	REG. NO./ REG. DATE	APPLN. NO./ APPLN. DATE	GOODS/SERVICES
PORT-A-COOL	Kuwait	39247 10/15/03	42913 04/18/99	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Mexico	599,793 01/29/99	355,143 11/24/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Mexico		528,931 01/22/02	Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.
PORT-A-COOL	Nicaragua	42,915 02/03/00	083593 11/02/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Nigeria	65684 11/06/1998	38365 10/22/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Saudi Arabia	546/51 10/28/00	47268 12/21/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Singapore	T98/12998B 05/30/01	12998/98 12/30/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	South Korea	460044 12/03/99	98-27440 10/22/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Taiwan	903246 09/01/00	87050734 10/19/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use

MARK	COUNTRY	REG. NO./ REG. DATE	APPLN. NO./ APPLN. DATE	GOODS/SERVICES
GENERAL SHELTERS & DESIGN	United States	2,637,858 10/22/02	75/574,392 10/21/98	Water treatment products for the prevention of algae, fungi, and bacteria in evaporative cooling systems, in Class 1; portable and prefabricated buildings constructed of metal and non-metal materials; portable and permanent metal covers for cars, boats, recreational vehicles, industrial equipment and other types of equipment, in Class 6; light filters for total light elimination, in Class 9; evaporative cooling media, namely, filters and pads, for use with evaporative cooling units, in Class 11; cargo and utility trailers, in Class 12; evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, in Class 21, providing manufacturing services for others in the field of resin curing for the treatment of evaporative cooling media, in Class 40.
KÜÜL	United States	2,275,868 09/07/99	75/490,300 05/10/98	Evaporative cooling media, namely, filters and pads; for use with evaporative cooling units
MOD-U-CELL	United States	2,328,143 03/14/2000	75/519,392 07/14/98	Evaporative cooling systems
PORT-A-COOL	United States	2,158,474 05/19/98	75/230,010 01/23/97	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, in Class 11
PORT-A-COOL DESIGN	United States	2,514,195 12/04/2001	75/909,920 02/04/2000	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, and manuals for use therewith, sold as a unit, in Class 11
PORT-A-COOL DESIGN	United States	2,514,196 12/04/01	75/909,923 02/04/2000	Retail store services featuring evaporative cooling units; providing retail services featuring evaporative cooling units by means of a global computer network, in Class 35

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None