

Form PTO-1695 (Rev. 08/04)  
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U.S. Department of COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):  
Mobile Coolers, Inc.

2. Name and address of receiving party(ies)  
Name: Danny Herrmann

Internal Address: \_\_\_\_\_

Additional name of conveying party(ies) attached?  Yes  No

Street Address: 4983 Rabbit Farm Road

3. Nature of conveyance:  
Execution Date(s) 2/9/07

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 0424, Confirmatory License
- Other \_\_\_\_\_

City: Loganville

State: Georgia

Country: USA Zip: 30052

Additional Name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)  
11/255,756  
29/241,081

B. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Robert T. Noufeld

Internal Address: King & Spalding LLP

Street Address: 1180 Peachtree Street, N.E.

City: Atlanta

State: Georgia Zip: 30309-3521

Phone Number: 404-572-4600

Fax Number: 404-572-5134

Email Address: bnoufeld@kslaw.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 2007  
Expiration Date 7/11

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

2/9/07

Signature

Date

Robert T. Noufeld

Total number of pages including cover sheet, attachments, and documents 6

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-4450

PATENT

OP 380.00 11255756

**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of February 8, 2007, is made by Mobile Coolers, Inc., a Georgia corporation (the "Grantor") in favor, and for the benefit, of Danny Herrmann, an individual resident of State of Georgia, residing at 4983 Rabbit Farm Road, Loganville, Georgia 30052 (together with his successor(s) thereto in such capacity, the "Secured Party"). The Grantor and the Secured Party are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of the date hereof (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), by and between Grantor and the Secured Party;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Secured Party, for its benefit, and hereby grants to the Secured Party, for its benefit, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral"):

- (a) all of its letters patent and applications for letters patent throughout the world, including all patent applications being prepared for filing, each patent application referred to in Exhibit A attached hereto, and every patent that issues from or claims priority to the patent applications referred to in Exhibit A;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in Section 2(a);
- (c) all of its patent licenses; and

- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

Notwithstanding the foregoing, "Patent Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Patent Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder unless and until any required consents shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Notwithstanding any other provision of this Agreement or the Security Agreement, upon (i) the repayment by Grantor of all outstanding principal amounts and all accrued but unpaid interest under the Note, as more fully described in the Note, (ii) the conversion of the Note, as more fully described in the Note or (iii) any combination of (i) and (ii) above in which the Note has been either repaid or converted in full, the security interests granted herein shall automatically terminate with respect to such Patent Collateral. Upon any such termination, the Secured Party will deliver to the Grantor all terminated Patent Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Counterparts. This Agreement may be executed by the Parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE.

SECTION 7. Rules of Construction. Unless the context otherwise requires, "or" is not exclusive, and references to sections or subsections refer to sections or subsections of this Agreement. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require. The Parties agree that the language, terms,

conditions and provisions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's understanding of an obligation under this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

Mobile Coolers, Inc.

By: *Dwight Williams*

Name: Dwight Williams

Title: President

(Signature Page to Patent Security Agreement)

PATENT

Exhibit A

(Patent Security Agreement)

Pending Patent Applications

<u>Title</u>	<u>Application Number</u>	<u>Application Filing Date</u>
Self-Contained Mobile Walk-In Cooler	11/255,756	10/22/05
Mobile Cooler	29/241,081	10/22/05

PATENT