

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Entropy Solutions, Inc.	05/15/2008

RECEIVING PARTY DATA

Name:	Henry A. Cousineau III
Street Address:	1201 Yale Place
Internal Address:	Apt. 1107
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	12115530
Application Number:	60973981
Application Number:	60991658
Application Number:	11486441
Application Number:	11021457
Application Number:	11486442
Application Number:	11034239
Application Number:	60535884
Patent Number:	7328583

CORRESPONDENCE DATA

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Correspondent Name: Jennifer A. Forbes

PATENT

500604713

REEL: 021291 FRAME: 0974

CH \$360.00 12115530

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NAME OF SUBMITTER:

Jennifer A. Forbes

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated effective as of May 15, 2008, is made between Entropy Solutions, Inc, a Minnesota corporation, as debtor and grantor (the "Grantor"), and Henry A. Cousineau III, as secured party and grantee (the "Grantee");

SECTION 1. Definitions. Unless otherwise defined herein or unless the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in that Security Agreement by and between Grantor and Grantee of the same date herewith.

SECTION 2. Grant of Security Interest/Patents. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Grantee, and grant to the Grantee a security interest in, for Grantee's benefit, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all patents and applications for patents throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Attachment 1 attached hereto; 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, including any patent or patent application referred to in Item A of Attachment 1 attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 attached hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Grant of Security Interest/Trademarks For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Grantee, and grant to the Grantee a security interest in, for Grantee's benefit, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks and applications for trademarks throughout the world, including all trademark applications in preparation for filing anywhere in the world and including each trademark and trademark application referred to in Item A of Attachment 2 attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all trademark licenses, including each trademark license referred to in Item B of Attachment 2 attached hereto; and

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing (including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark Collateral or for any injury to the goodwill associated with the use of any such Trademark Collateral or for breach or enforcement of any license related thereto.

SECTION 4. Security Agreement/Patents and Trademarks. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Grantee in the Patent Collateral and Trademark 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 Grantee for its benefit and the benefit of the Grantee, as the secured party under the Security Agreement. The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Grant of Security Interest/Copyrights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Grantee, and grant to the Grantee a security interest in, for Grantee's benefit, all of the following property (the "Copyright Collateral"), whether now owned or hereafter acquired or existing by it: all copyrights of the Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including all the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Attachment 3 attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in Item B of Attachment 3 attached hereto, the right to sue for past, present and future infringements of any part thereof, including all rights corresponding thereto throughout the world, all extensions and renewals thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

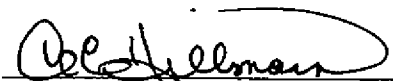
SECTION 6. Security Agreements/Copyrights. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Grantee in the Copyright Collateral with the United States Copyright Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not a limitation of the security interest granted to the Grantee as the secured party under the

Security Agreement. The Security Agreement (and all rights and remedies of the Grantee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 7. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral, the Trademark Collateral, and the Copyright Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference as fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized effective as of the day and year first above written.

ENTROPY SOLUTIONS, INC.,
as Grantor

By: 
Name: R.C. Hillmann
Title: Chairman

HENRY A. COUSINEAU III,
as Grantee

By: 

ATTACHMENT 1
To Intellectual Properties Security Agreement

Item A. Patents

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	12/115,530	05-May-2008	PACKAGE HAVING PHASE CHANGE MATERIALS AND METHOD OF USE IN TRANSPORT OF TEMPORATURE SENSITIVE PAYLOAD
United States	60/973,981	20-Sep-2007	TEMPERATURE MAINTAINING PACKAGE HAVING CORNER DISCONTINUITIES
United States	60/991,658	30-Nov-2007	TEMPERATURE MAINTAINING SHIPPING PACKAGE
United States	11/486,441 CIP	13-Jul-2006	PHASE CHANGE MATERIALS AND METHODS
United States	11/486,442 CIP	13-Jul-2006	THERMALLY STABLE CONTAINER FOR TRANSPORTING BLOOD PRODUCTS
United States	11/021,457	22-Dec-2004	THERMALLY STABLE CONTAINMENT DEVICE AND METHOD
United States	11/034,239	12-Jan-2005	PASSIVE, PORTABLE BLOOD STORAGE SYSTEM
United States	60/535,844	12-Jan-2004	PASSIVE, PORTABLE BLOOD STORAGE SYSTEM
Taiwan	94144556	15-Dec-2005	THERMALLY STABLE CONTAINMENT DEVICE AND METHOD
Taiwan	94100673	10-Jan-2005	PASSIVE, PORTABLE BLOOD STORAGE SYSTEM
WIPO	PCT/US05/000872	12-Jan-2005	PASSIVE, PORTABLE BLOOD STORAGE SYSTEM
WIPO	PCT/IB05/054274	15-Dec-2005	THERMALLY STABLE CONTAINMENT DEVICE AND METHOD
Patent Cooperation Treaty	PCT/US2008/062716	05-May-2008	PACKAGE HAVING PHASE CHANGE MATERIALS AND METHOD OF USE IN TRANSPORT OF TEMPORATURE SENSITIVE PAYLOAD

Patent Applications in Preparation

None

Item B. Patent Licenses

None

ATTACHMENT 2
To Intellectual Properties Security Agreement

Item A. Trademarks

Issued Trademarks

None

Pending Trademark Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
United States	77/267,485	29-Aug-2007	GREENBOX THERMAL MANAGEMENT SYSTEM
United States	77/267,401	29-Aug-2007	GREENBOX THERMAL MANAGEMENT SYSTEM

Item B. Trademark Licenses

None

ATTACHMENT 3
To Intellectual Properties Security Agreement

Item A. Copyright

None

Item B. Copyright Licenses

None