PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Bank of America, N.A.	06/12/2009
Mr. Edward M. Burr Jr.	06/12/2009

RECEIVING PARTY DATA

Name:	Champion Cooler Corporation
Street Address:	5800 Murray Street
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72209

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6101831
Patent Number:	D419230
Patent Number:	7014174
Patent Number:	7021078
Patent Number:	7100906
Patent Number:	7237401
Patent Number:	7114346
Patent Number:	6887149
Patent Number:	7165410
Patent Number:	D528642
Patent Number:	7220355

OP $440.00 6101831

CORRESPONDENCE DATA

Fax Number: (610)407-0701

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	610-407-0700
Email:	aepinto@ratnerprestia.com
Correspondent Name:	RatnerPrestia
Address Line 1:	1235 Westlakes Drive
Address Line 2:	Suite 301
Address Line 4:	Berwyn, PENNSYLVANIA 19312

ATTORNEY DOCKET NUMBER:	CHM-001
NAME OF SUBMITTER:	Joshua L. Cohen

Total Attachments: 20
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CONFIRMATORY ASSIGNMENT

WHEREAS, Bank of America, N.A. ("**ASSIGNOR**") is the successor in interest to a security interest in collateral ("Collateral") of AdobeAir, Inc. ("Debtor"), the Collateral being identified in a Bill of Sale agreement executed on December 12, 2008 ("Bill of Sale") attached as Appendix A.

WHEREAS, **ASSIGNOR** transferred to Champion Cooler Corporation ("**ASSIGNEE**") all right, title, and interest of **ASSIGNOR** and Orix Financial Services, Inc., A3 Funding, L.P., Ableco Finance, LLC, Stellar Funding, Ltd., Magma CDO, Ltd. and Bingham CDO, L. P. in and to the Collateral by the Bill of Sale.

WHEREAS, Edward M. Burr, Jr. ("**RECEIVER**"), appointed as temporary receiver over the Collateral, approved the transfer of Collateral from **ASSIGNOR** to **ASSIGNEE** and transferred all right, title, and interest of the **RECEIVER** in and to the Collateral to **ASSIGNEE** by execution of the Bill of Sale.

WHEREAS, the parties desire to confirm the transfer of all rights of **ASSIGNOR** and **RECEIVER** in the patent properties listed in Appendix B ("Patent Properties") to **ASSIGNEE,** which Patent Properties are included in the Collateral.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and of other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, intending to be legally bound, do hereby sell, assign and transfer to the **ASSIGNEE** the **ASSIGNOR'S** and **RECEIVER'S** entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in said Patent Properties, including all patent applications, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said patent applications, and all letters patent and reissues thereof, issuing from said patent applications in the United States of America and in any and all foreign countries.

It is agreed that **ASSIGNOR** and **RECEIVER** shall be legally bound, upon request and at the expense of the **ASSIGNEE** or its successors or assigns or a legal representative thereof, to use reasonable efforts (without the requirement that ASSIGNOR or RECEIVER incur any liabilities or expend any sums) to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practice of the subject matter of said Patent Properties, to execute all instruments and do such other acts as may be reasonably necessary and proper to obtain patents in the United States of America and foreign countries in the name of the **ASSIGNEE** and to execute all instruments reasonably necessary and proper to carry out the intent of this Instrument.

ASSIGNOR, FOR ITSELF AND AS AGENT, AND **RECEIVER** MAKE NO WARRANTY OR REPRESENTATION (EXPRESS OR IMPLIED) OF ANY KIND REGARDING THE PATENT PROPERTIES OR THE SALE THEREOF AND THE PATENT PROPERTIES ARE SOLD "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. IN PARTICULAR, BUT WITHOUT LIMITATION, **ASSIGNOR**, FOR ITSELF AND AS AGENT, AND **RECEIVER** HEREBY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, ANY WARRANTY RELATED TO TITLE AND ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, and agreeing to be legally bound, this Confirmatory Assignment is executed on the day indicated below by the parties or their duly authorized representatives.

ASSIGNOR:
Bank of America, N.A.

Typed Name: Anthony D. Healey

Title: Senior Vice President

Signature

Date: 6/12/09

RECEIVER:
Edward M. Burr, Jr.

Typed Name: Edward M. Burr, Jr.

Signature

Date: 6/12/09

APPENDIX A

BILL OF SALE

BILL OF SALE

KNOW ALL BY THESE PRESENTS:

WHEREAS AdobeAir, Inc., a Delaware corporation, and AdobeAir Holdings, Inc., f/k/a H&C Purchase Corporation, a Delaware corporation (collectively, "Debtor") breached and defaulted on the obligations and promises contained in that certain Loan and Security Agreement ("Loan and Security Agreement") dated as of October 27, 1999, to Fleet Capital Corporation ("Fleet"), the other Lenders party thereto, and Fleet as administrative and collateral agent for Lenders;

WHEREAS the Loan and Security Agreement conveyed to Fleet, inter alia, a security interest in the collateral including the following specified collateral (collectively, the "Collateral"):

A. "Inventory," which is defined as all of Debtor's inventory, including but not limited to all goods and merchandise intended for sale or lease by Debtor, or for display or demonstration, all work in progress, all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Debtor's business, and all documents and intangibles evidencing and relating to any of the foregoing;

B. "Equipment," which is defined as all machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles and other tangible personal property of every kind and description used in Debtor's operations or owned by Debtor, or in which Debtor has an interest, and all parts accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor;

C. "General Intangibles," which is defined as all general intangibles and other personal property of Debtor (including things in action), other than accounts, contract rights, chattel paper, instruments (including those evidencing indebtedness owed to Debtor by its affiliates), documents, general intangibles relating to accounts drafts and acceptances, all other forms of obligations owing to Debtor arising out of or in connection with the sale of Inventory or the rendition of services, and all guarantees and other security therefore, but including without limitation all choses in action, causes of action, business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, service marks, trade secrets, goodwill, copyrights, design rights, registrations, licenses, franchises, customer lists, computer programs, all rights of indemnification and all other intangible property of every kind and nature; and

D. All books and records (including without limitation, customer lists, credit files, computer programs, print-outs, and other computer materials and records) of Debtor, pertaining to the items A through C above;

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WHEREAS, Bank of America, N.A. ("Secured Party") is the successor in interest to Fleet and is the designated agent ("Agent") for the ratable benefit of itself and Orix Financial Services, Inc., A3 Funding, L.P., Ableco Finance, LLC, Stellar Funding, Ltd., Magma CDO, Ltd. and Bingham CDO, L.P.;

WHEREAS, Debtor has defaulted on its obligations under the Loan and Security Agreement;

WHEREAS, Debtor, Secured Party, the other Lenders party to the Loan and Security Agreement and various other parties entered into a Second Amended and Restated Forbearance, Waiver and Modification Agreement (the "Forbearance") dated as of December 21, 2007;

WHEREAS, after the Forbearance was executed, Debtor again defaulted and breached its obligations under the Loan and Security Agreement, and under the Forbearance, and remains in default and breach of the Forbearance and the Loan and Security Agreement;

WHEREAS, on August 29, 2008, the Superior Court of Arizona, Maricopa County, appointed Edward M. Burr, Jr. (the "Receiver") as temporary receiver over the Collateral, with the powers to, among other things, take possession of and administer all of the Collateral; and

WHEREAS, on October 10, 2008, the Receiver was authorized and empowered by the Superior Court of Arizona, Maricopa County, to sell or otherwise dispose of the Collateral at the time and in the manner the Receiver determines, in his discretion, to be appropriate, and that the proceeds of such sale and/or disposition shall be remitted to Secured Party.

NOW, THEREFORE,

Secured Party, as Agent, and as approved by the Receiver, in consideration of the sum of TWO MILLION, THREE HUNDRED SIXTY THREE THOUSAND, SIX HUNDRED THIRTY SIX DOLLARS AND THIRTY SIX CENTS ($2,363,636.36) cash, plus a 10% buyer's premium of TWO HUNDRED THIRTY SIX THOUSAND, THREE HUNDRED SIXTY THREE DOLLARS AND SIXTY FOUR CENTS ($236,363.64) and other good and valuable consideration paid to Secured Party by Champion Cooler Corporation, a Texas corporation ("Transferee"), the receipt of which is hereby acknowledged, hereby sells, grants, assigns, transfers, and conveys to Transferee all right, title, and interest of Secured Party and Orix Financial Services, Inc., A3 Funding, L.P., Ableco Finance, LLC, Stellar Funding, Ltd., Magma CDO, Ltd. and Bingham CDO, L.P. in and to the Collateral. The Receiver, as authorized by Order of the Superior Court of Arizona, Maricopa County, likewise hereby sells, grants, assigns, transfers, and conveys to transferee all right, title, and interest of the Receiver and the receivership estate in and to the Collateral.

This conveyance is made pursuant to the power of sale conferred upon Secured Party by the Loan and Security Agreement and in compliance with the laws of the State of New York authorizing this conveyance (N.Y. U.C.C. Law §§ 9-601 <u>et seq.</u>), and pursuant to the Receiver's sale power authorized by the Superior Court of Arizona, Maricopa County.

Secured Party and the Receiver hereby deliver to Transferee the Order of the Superior Court of Arizona, Maricopa County, (attached as Exhibit "1" is a true copy of the same), adjudicating and ordering that the sale of the Collateral to the Transferee is a sale "free and clear of all Liens (including liens, security interests, and other encumbrances of any kind) and free and clear of all other adverse claims or interests asserted with respect to the Collateral or any part thereof." Exhibit "1" at F.

For the avoidance of doubt, the Collateral does not include any interest of Debtor in IMPCO Products, Inc., a corporation organized under the laws of the State of Delaware, IMPCO S.A. de C.V., a corporation organized under the laws of the Republic of Mexico, or Adobeair, S. de R.L. de C.V., a limited liability company organized under the laws of the Republic of Mexico.

SECURED PARTY, FOR ITSELF AND AS AGENT, AND THE RECEIVER MAKE NO WARRANTY OR REPRESENTATION (EXPRESS OR IMPLIED) OF ANY KIND REGARDING THE COLLATERAL OR THE SALE THEREOF AND THE COLLATERAL IS SOLD "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. IN PARTICULAR, BUT WITHOUT LIMITATION, SECURED PARTY, FOR ITSELF AND AS AGENT, AND THE RECEIVER HEREBY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, ANY WARRANTY RELATED TO TITLE AND ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, Secured Party, as Agent, and the Receiver have this 12 day of December, 2008 duly executed this Bill of Sale.

SECURED PARTY:

BANK OF AMERICA, N.A.,
for itself and as agent for itself and for Orix Financial Services, Inc., A3 Funding, L.P., Ableco Finance, LLC, Stellar Funding, Ltd., Magma CDO, Ltd. and Bingham CDO, L.P.

By: [signature]

Print Name: Thomas J. Flanagan,II

Its: Senior Vice President

RECEIVER:

EDWARD M. BURR, Jr.,
Solely in his capacity as Receiver and not individually

By: [signature]

Print Name: Edward M. Burr, Jr.

The: Receiver

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Exhibit 1

Order of the Superior Court of Arizona, Maricopa County

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Quarles & Brady LLP
Firm State Bar No. 00443100
Renaissance One
Two North Central Avenue
Phoenix, AZ 85004-2391
TELEPHONE 602.229.5200

Attorneys for Plaintiff
Bank of America, N.A. for itself and on behalf of
Orix Financial Services, Inc., A3 Funding, L.P.,
Ableco Finance, LLC, Stellar Funding, Ltd.,
Magma CDO, Ltd., and Bingham CDO, L.P.

John J. Dawson (#002786)
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John Maston O'Neal (#015945)
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

Bank of America, NA for itself and on behalf of Orix Financial Services, Inc., A3 Funding, L.P., Ableco Finance, LLC, Stellar Funding, Ltd., Magma CDO, Ltd., and Bingham CDO, L.P., Plaintiff, vs. AdobeAir, Inc., a Delaware corporation; AdobeAir Holdings, Inc., f/k/a H&C Purchase Corporation, a Delaware corporation, and Does I through XX, Defendants.	**NO. CV2008-021022** **ORDER APPROVING SALE** [Assigned to the Hon. Andrew Klein]

This matter came before the Court pursuant to the "Motion, With Receiver's Consent, to Authorize Sale Transaction and Request For Expedited Consideration (the "Motion") filed in the above-captioned case. Pursuant to Article 9 of the Uniform Commercial Code (the "UCC") as incorporated under Arizona law and New York law, the order of this Court, and Plaintiff's Loan Documents with Defendants, the Receiver Edward M. Burr (the "Receiver") together with Plaintiff as Secured Party intend to conduct a sale (identified herein, as to both sellers, as the "UCC Sale"). Certain of the Collateral (as defined herein) will be sold in the UCC Sale, on or after December 12, 2008. Through the Motion, Plaintiff requests that the Court enter an order authorizing the Receiver to sell certain of the Collateral in the UCC Sale, including sale on the terms and conditions stated herein.

Having considered the Motion, the Declaration of Receiver, the arguments of counsel, and the entire record in this case, and for good cause shown,

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

1. On or about October 27, 1999, Fleet Capital Corporation ("Fleet") and Defendants entered into a "Loan and Security Agreement." Plaintiff, Orix Financial Services, Inc., A3 Funding, L.P., Ableco Finance, LLC, Stellar Funding, Ltd., Magma CDO, Ltd., and Bingham CDO, L.P. (the "Lenders") are the successors in interest to Fleet under the Loan and Security Agreement, including all related Loan Documents. Plaintiff is the Agent for itself and the other Lenders under the Loan and Security Agreement and the other Loan Documents (hereinafter referred to separately and collectively as the "Loan Documents").

2. Under the Loan Documents, the Lenders agreed to make Loans to Defendants up to $85 million, subject to the terms and conditions set forth in the Loan Documents.

3. Defendants, as borrowers, agreed to repay the Loans pursuant to the terms of the Loan Documents, and to be bound otherwise by the terms of the Loan Documents.

4. Under Section 5.1 of the Loan and Security Agreement and various provisions of the other Loan Documents, Defendants granted Lenders a continuing security interest and lien (hereinafter called "Lien") in certain collateral owned by Defendants to secure prompt payment and performance of Defendants' obligations under the Loan Documents (the "Collateral").

5. The Collateral in which the Lenders have a Lien includes the following:

A. "Accounts," which are defined as all accounts, contract rights, chattel paper, instruments (including those evidencing indebtedness owed to Defendants by its affiliates), documents, general intangibles relating to accounts drafts and acceptances, all other forms of obligations owing to Defendants arising out of or in connection with the sale of Inventory or the rendition of services, and all guarantees and other security therefore;

B. "Inventory," which is defined as all of Defendants' inventory, including but not limited to all goods and merchandise intended for sale or lease by Defendants, or for display or demonstration, all work in progress, all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Defendants' business, and all documents and intangibles evidencing and relating to any of the foregoing;

C. "Equipment," which is defined as all machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles and other tangible personal property of every kind and description used in Defendants' operations or owned by Defendants, or in which Defendants' have an interest, and all parts accessories and special tools and all increases and accessions thereto and substitutions and replacements therefore;

D. "General Intangibles," which are defined as all general intangibles and other personal property of Defendants (including things in action), other than Accounts, chattel paper, documents, instruments and money, but including without limitation all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, service marks, trade secrets, goodwill, copyrights, design rights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Defendants to secure payment of any of the Accounts, all rights of indemnification, all deposit accounts of Defendants and all other intangible property of every kind and nature;

E. Intellectual Property, which includes without limitation all assets specifically defined as "Intellectual Property" in Paragraph I below and all similar assets encompassed in the "General Intangibles" definition in Paragraph 5. D. above.

F Certain stock in separate companies known as IMPCO;

G. All investment property;

H. All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of the above items, including proceeds and unearned premiums of insurance policies insuring the Collateral; and

I. All books and records (including without limitation, customer lists, credit files, computer programs, print-outs, and other computer materials and records of Defendants pertaining to the items A through H above.

6. UCC Financing Statements executed in favor of the Lenders for the Collateral were filed with the Secretary of State of Delaware.

7. Defendants entered into security agreements under which they granted Liens in their copyrights, trademarks, and patents as security for the obligations under the Loan Documents (the "Intellectual Property"). For the avoidance of any doubt the Collateral to be sold in the UCC Sale includes without limitation the Intellectual Property as defined in this Paragraph 7 and similar assets encompassed within Paragraph 5.D. above.

8. After the execution of the Loan Documents, Defendants defaulted and breached their obligations under the Loan Documents. Defendants, the Lenders, and various other parties thereafter entered into certain forbearance, waiver and modification agreements on January 7, 2005, May 13, 2005, February 28, 2006, and January 26, 2007.

9. On December 21, 2007, Defendants, the Lenders, and various other parties entered into a "Second Amended and Restated Forbearance, Waiver and Modification Agreement" (the "Forbearance").

10. Defendants acknowledged in the Forbearance that they had defaulted and breached the Loan Documents by, but not limited to, failing to make principal payments when due, failing to pay other fees and costs due, and failing to comply with certain financial covenants made in the Loan and Security agreement. Defendants further

acknowledged that they owed Lenders more than $52 million under the Loan Documents.

11. Defendants agreed in the Forbearance that, upon termination of the Forbearance, all obligations to repay the Loans made under the Loan Documents became immediately due and payable.

12. Defendants agreed in the Forbearance that, upon termination of the Forbearance, they would immediately and peacefully surrender the Collateral to Plaintiff. Defendants further waived in the Forbearance any and all objections and challenges they might have to the Lenders' rights in the Collateral, to the surrender of the Collateral to the Lenders, and to the disposition of the Collateral by the Lenders.

13. Defendants further agreed that the Forbearance terminated upon the occurrence of certain events of default as defined in the Forbearance and the Loan Documents.

14. After the Forbearance was executed, Defendants again defaulted and breached their obligations under the Loan Documents and the Forbearance.

15. On or about May 2, 2008, the Lenders gave Defendants notice of defaults and breaches under the Loan Documents and the Forbearance.

16. Defendants failed to cure such defaults and breaches, and remain in default and breach of the Forbearance and the Loan Documents.

17. On June 13, 2008, the Lenders provided notice that all of the obligations under the Loan Documents and the Forbearance had been accelerated and were immediately due and payable. The Lenders further reserved all rights and remedies provided to them under the Loan Documents, the Forbearance, and at law and in equity.

18. On August 29, 2008, Plaintiff filed a "Verified Complaint and Application for Appointment of Receiver" (the "Complaint") and a "Motion for Immediate Appointment of a Temporary Receiver, *ex parte*" (the "Motion"). In the Complaint and the Motion, Plaintiff requested that a Receiver be appointed to preserve its interests in the Collateral.

19. The Court appointed a Receiver by its "Order Appointing Temporary

Receiver," entered August 29, 2008 (the "Receivership Order"). Plaintiff properly served the Complaint, the Motion, the Receivership Order, and an Order To Show Cause on the Defendants and all parties entitled to notice. Defendants initially objected but subsequently withdrew and waived all objections to the appointment of a permanent Receiver.

20. Pursuant to the Receivership Order, the Receiver has the power to, among other things, dispose of the Collateral. On October 10, 2008, this Court entered an Order authorizing the Receiver to sell or otherwise dispose of the Collateral at a time and manner the Receiver determined, in his discretion, to be appropriate and to remit the proceeds of such sale or disposition to Plaintiff.

21. The indebtedness owing to Plaintiff exceeds the value of the Collateral.

22. Plaintiff, the Receiver, and third-party Champion Coolers have negotiated at arm's length Champion Coolers' proposed purchase of certain of the Collateral in the UCC Sale, which includes sale by Plaintiff as the Secured Party hereunder the foreclosure and disposition provisions of the Uniform Commercial Code ("UCC") effective in Arizona (A.R.S. §§ 47-9601 et seq.) and New York.

23. The UCC Sale has been noticed to be conducted on or after December 12, 2008.

24. Plaintiff is the holder of valid and perfected first priority Liens in the Collateral. Plaintiff has the right to dispose of all or part of the Collateral through the UCC Sale.

25. The terms and conditions of the proposed sale of certain of the Collateral to Champion Coolers are fair, in compliance with applicable law, and commercially reasonable under Article 9 of the UCC as adopted by Arizona law at A.R.S. 47-9101 et seq. and by New York law.

26. The Receiver and/or his agents have marketed the Collateral for sale, and have evaluated prospective bids and purchasers in an effort to obtain the highest and best price for the Collateral.

27. Plaintiff has provided notice of the UCC Sale to all parties who have or may have an interest in the Collateral, or may otherwise be entitled to notice pursuant to A.R.S. § 47-9601 et seq. and New York law. Plaintiff also has provided notice of its Motion for this Order to all holders of any record Lien or other interest in any of the Collateral, and to all claimants (whether or not of record) known by Plaintiff or the Receiver to assert any Lien or other interest with respect to any of the Collateral (including, but not limited to, any known disputed Lien or other interest).

WHEREFORE, based on the foregoing findings of fact and conclusions of law, THE COURT HEREBY **ORDERS, ADJUDGES AND DECREES** AS FOLLOWS:

A. The Collateral shall be transferred to the final purchaser (or purchasers) at the UCC Sale, as determined by Plaintiff and the Receiver upon the completion of the UCC Sale;

B. The UCC Sale is a commercially reasonable disposition of the Collateral, and the Receiver and/or his agents have reasonably marketed the Collateral and otherwise solicited purchase offers for the Collateral that are designed to achieve the highest and best offers for the Collateral;

C. The Receiver is authorized to execute any and all contracts, documents, assignments, agreements, amendments, modifications, and related documents to consummate the UCC Sale;

D. Notice of the UCC Sale is sufficient in all respects;

E. The Receiver shall retain all of the rights and powers conferred on him in the Receivership Order until otherwise ordered by the Court;

F. The buyer at the UCC Sale shall acquire title and ownership of the Collateral purchased by such buyer free and clear of all Liens (including liens, security interests, and other encumbrances of any kind) and free and clear of all other adverse claims or interests asserted with respect to the Collateral or any part thereof;

G. The Receiver shall forthwith remit the proceeds from the UCC Sale to Plaintiff;

H. All actions taken by the Receiver prior to the UCC Sale have been in accordance with the Orders entered by the Court in this case. To the extent the Receiver executes any contracts, documents, assignments, agreements, amendments, modifications, and related documents to consummate the UCC Sale, all such actions of the Receiver shall be deemed to be at the express direction of this Court, and the Receiver shall not have any liability to any individual or entity relating to any such actions; and

H. This Court retains jurisdiction regarding any and all claims or disputes by any individuals or entities, including, but not limited to, any creditor of Defendants, relating to any of the Collateral, the UCC Sale, and the resolution or adjudication of any such claims or disputes. Such retention of jurisdiction by the Court shall not delay or affect completion of the UCC Sale and transfer of the Collateral sold upon payment in full of the purchase price of the Collateral by the buyer or buyers of the Collateral.

DONE IN OPEN COURT this 10th day of December, 2008.

Andrew G Klein

Honorable Andrew G. Klein
Judge of the Superior Court

APPENDIX B
PATENT PROPERTIES

COUNTRY	SERIAL NO	PATENT NO	TITLE
UNITED STATES	12/037,348		EVAPORATIVE COOLER HAVING A NOVEL AIR FLOW PATTERN
UNITED STATES	12/037,354		EVAPORATIVE COOLER HAVING A NOVEL SUPPORT STRUCTURE
UNITED STATES	29/304,140		ORNAMENTAL DESIGN OF AN ENCLOSURE OF AN EVAPORATIVE COOLER
UNITED STATES	29/304,141		ORNAMENTAL DESIGN OF A PANEL OF AN EVAPORATIVE COOLER
UNITED STATES	29/304,148		ORNAMENTAL DESIGN OF CONTROLS OF AN EVAPORATIVE COOLER
UNITED STATES	29/304,150		ORNAMENTAL DESIGN OF A GRILL OF AN EVAPORATIVE COOLER
UNITED STATES	29/304,156		ORNAMENTAL DESIGN OF OPEN-SIDED LOUVERS OF AN EVAPORATIVE COOLER
UNITED STATES	29/304,157		CONTRASTING PANEL PORTIONS OF AN EVAPORATIVE COOLER
UNITED STATES	29/304,158		ORNAMENTAL DESIGN OF NON-PARALLEL LOUVERS OF AN EVAPORATIVE COOLER
UNITED STATES	06/632,246	4,544,513	COMBINATION DIRECT AND INDIRECT EVAPORATIVE MEDIA
UNITED STATES	06/529,529	D284,505	TWO-STAGE EVAPORATIVE COOLER OR SIMILAR ARTICLE
MEXICO	PA/a/2004/006097		COOLING SYSTEM WITH MESH GRILL AND DIRECTIONAL LOUVERS
MEXICO	PA/a/2004/008448		EVAPORATIVE COOLING SYSTEM WITH FLEXIBLE MEDIA
UNITED STATES	06/479,127	4,566,290	CAPILLARY FIN MEDIA
UNITED STATES	06/485,200	4,461,733	CAPILLARY FIN MEDIA

UNITED STATES	07/000,311	4,755,653	HEATER WITH ALERT INDICATOR
UNITED STATES	90/001,880	4,755,653	HEATER WITH ALERT INDICATOR
UNITED STATES	07/504,043	5,003,162	HEATER WITH ALERT INDICATOR
UNITED STATES	29/190,512	D312,683	CORDLESS HEATER
UNITED STATES	07/190,497	4,873,422	WALL MOUNTED HEATER WITH PLUG MOUNT AND SUPPORT
UNITED STATES	08/585,098	5,805,767	ELECTRONICALLY-CONTROLLED HEATER
UNITED STATES	09/128,894	6,101,831	PORTABLE EVAPORATIVE COOLER
UNITED STATES	29/092,190	D419,230	PORTABLE EVAPORATIVE COOLER
UNITED STATES	29/092,285	D424,671	PORTABLE SPACE HEATER
UNITED STATES	09/991,852		ENTRAINMENT RESISTANT EVAPORATIVE COOLER PAD FRAME
AUSTRALIA	2004202752		EVAPORATIVE COOLING SYSTEM
MEXICO	PA/A/2004/006360		EVAPORATIVE COOLING SYSTEM
SAUDI ARABIA	GCC/P/20043593		EVAPORATIVE COOLING SYSTEM
UNITED STATES	10/611,839	7,014,174	EVAPORATIVE COOLING SYSTEM
UNITED STATES	10/612,623	7,021,078	EVAPORATIVE COOLER MEDIA HOUSING
UNITED STATES	10/612,322	7,100,906	EVAPORATIVE COOLER WATER DISTRIBUTION SYSTEM
UNITED STATES	10/612,622	7,237,401	LOW PROFILE EVAPORATIVE COOLER HOUSING
AUSTRALIA	2004202751		LOW PROFILE EVAPORATIVE COOLER HOUSING

MEXICO	PA/A/2004/006359		LOW PROFILE EVAPORATIVE COOLER HOUSING
SAUDI ARABIA	04250199		LOW PROFILE EVAPORATIVE COOLER HOUSING
UNITED STATES	10/612,323	7,114,346	LOW PROFILE EVAPORATIVE COOLER HOUSING
AUSTRALIA	2004206972		EVAPORATIVE COOLING SYSTEM WITH FLEXIBLE MEDIA
INDIA	1651/DEL/2004		EVAPORATIVE COOLING SYSTEM WITH FLEXIBLE MEDIA
SAUDI ARABIA	04250274		EVAPORATIVE COOLING SYSTEM WITH FLEXIBLE MEDIA
UNITED STATES	10/932,767		EVAPORATIVE COOLING SYSTEM WITH FLEXIBLE MEDIA
UNITED STATES	60/499,562		EVAPORATIVE COOLING SYSTEM WITH FLEXIBLE MEDIA
AUSTRALIA	2004202904		COOLING SYSTEM WITH MESH GRILL AND DIRECTIONAL LOUVERS
INDIA	1232/DEL/2004		COOLING SYSTEM WITH MESH GRILL AND DIRECTIONAL LOUVERS
SAUDI ARABIA	04250081		COOLING SYSTEM WITH MESH GRILL AND DIRECTIONAL LOUVERS
UNITED STATES	10/659,232	6,887,149	COOLING SYSTEM WITH MESH GRILL AND DIRECTIONAL LOUVERS
UNITED STATES	11/112,180		COOLING SYSTEM WITH MESH GRILL AND DIRECTIONAL LOUVERS
AUSTRALIA	2004202938		WINDOW EVAPORATIVE COOLER
MEXICO	PA/A/2004/008652		WINDOW EVAPORATIVE COOLER
SAUDI ARABIA	4250252		WINDOW EVAPORATIVE COOLER
UNITED STATES	10/659,247		WINDOW EVAPORATIVE COOLER
UNITED STATES	10/945,857	7,165,410	EVAPORATIVE COOLER DRAIN PUMP

UNITED STATES	60/505,356		EVAPORATIVE COOLER DRAIN PUMP
UNITED STATES	10/860,206		WHOLE BUILDING EVAPORATIVE COOLER
UNITED STATES	29/207,285		GRILL
UNITED STATES	29/207,284	D528,642	GRILL
UNITED STATES	60/604,759		REMOTE CONTROL THERMOSTAT
UNITED STATES	10/932,765	7,220,355	EVAPORATIVE COOLER PUMP STRAINER
UNITED STATES	60/632,747		EVAPORATIVE COOLER STORAGE TANK
UNITED STATES	60/750,197		EVAPORATIVE COOLING MEDIA AND APPARATUS AND METHOD FOR ITS MANUFACTURE