

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																														
CONVEYING PARTY DATA																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Execution Date</th> </tr> <tr> <td style="padding: 2px;">Oxycom Beheer B.V.</td> <td style="padding: 2px;">04/08/2009</td> </tr> </table>	Name	Execution Date	Oxycom Beheer B.V.	04/08/2009																											
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">Name:</td> <td style="padding: 2px;">Heemak B.V.</td> </tr> <tr> <td style="padding: 2px;">Street Address:</td> <td style="padding: 2px;">Rijksstraatweg 239</td> </tr> <tr> <td style="padding: 2px;">City:</td> <td style="padding: 2px;">HAREN</td> </tr> <tr> <td style="padding: 2px;">State/Country:</td> <td style="padding: 2px;">NETHERLANDS</td> </tr> <tr> <td style="padding: 2px;">Postal Code:</td> <td style="padding: 2px;">9752 CB</td> </tr> </table>	Name:	Heemak B.V.	Street Address:	Rijksstraatweg 239	City:	HAREN	State/Country:	NETHERLANDS	Postal Code:	9752 CB																					
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PROPERTY NUMBERS Total: 14																															
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CORRESPONDENCE DATA																															

CH \$560.00 10575761

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PATENT
REEL: 023421 FRAME: 0089

Fax Number: (703)336-6950

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

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ATTORNEY DOCKET NUMBER:

05589.0032.000000

NAME OF SUBMITTER:

David P. Owen

Total Attachments: 10

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ANNEX III

LOAN and PLEDGE AGREEMENT with respect to Loan III

The undersigned:

1. OXYCOM HOLDING B.V.

a closed corporation held under Dutch law
having its registered office in Amsterdam,
registered with the trade register under number 30179602
hereinafter: OH,
represented by its director mr M. Kiffen

2. OXYCOM FRESH AIR B.V.

a closed corporation held under Dutch law
having its registered office in Apeldoorn,
registered with the trade register under number 08127255
hereinafter: OFA,
represented by its director Oxycom Holding B.V. in its turn represented by its director mr M. Kiffen

3. OXYCOM BEHEER B.V.

a closed corporation held under Dutch law
having its registered office in Amsterdam,
registered with the trade register under number 05068913
hereinafter: OB,
represented by its director Oxycom Holding B.V. in its turn represented by its director mr M. Kiffen

Address:

Kaagstraat 13
8102 GZ RAALTE
Netherlands

4. OXYCOM MOBILE B.V.

a closed corporation held under Dutch law
having its registered office in Raalte,
registered with the trade register under number 05067939
hereinafter: OM,
represented by its director Oxycom Holding B.V. in its turn represented by its director mr M. Kiffen

the parties 1, 2, 3 and 4 are also referred to respectively separately and jointly as Oxycom c.s.

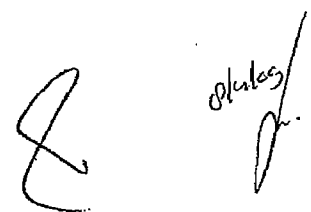
5. HEEMAK B.V.

a closed corporation under Dutch law
located in Groningen,
registered with the trade register under number 02072696
hereinafter: Heemak,
represented by its director under the articles of incorporation, Beheersmaatschappij Heerema B.V., in its term represented by mr P.H. Heerema

Address:

Rijksstraatweg 239
9752 CB HAREN (Groningen)
Netherlands

Oxycom Pledge agreement Loan III



PATENT

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WHEREAS

Pursuant to an agreement dated 8/9 July 2006 Heemak has granted two loans to the Oxycom-companies, Loan I amounting to € 650.000,-- on 8/9 July 2006 and Loan II amounting to € 2.175.000,-- on or around October 12, 2007.

Both Loan I and II are secured by a right of pledge on, among others, patent applications and registered trademarks.

On 14 January 2009 an agreement, sufficiently known to the parties, was entered into inter alia by the parties and Kampmann GmbH with respect to matters which include the assignment of part of Loan I to Kampmann and the inception of a claim of € 300.000,-- of Heemak on Oxycom c.s., hereinafter: the Kampmann-Agreement

Heemak is willing to convert this claim of € 300.000,-- into a loan (further: Loan III) under the condition set forth in this agreement. As agreed in the provisions of article 1 paragraph 5 and article 4 of the Kampmann-Agreement the parties will furthermore herewith enter into a pledge agreement with respect to Loan III.

The parties have agreed upon the following:

HAVE AGREED AS FOLLOWS

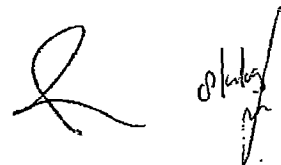
Article 1 – Loan III

1. Heemak hereby converts its claim of € 300.000,-- into a loan to Oxycom c.s. and Oxycom c.s. agree to this conversion and herewith declare to have borrowed as of 23 January, 2009 from Heemak an amount of € 300.000,-- (in words: three hundred thousand euro).
2. Oxycom c.s. shall pay interest over the amount outstanding under this loan facility at a rate of 4 % per year.
3. The interest due shall be paid per calendar quarter in arrear, for the first time on 1st April 2009.
4. The loan shall be repayable and/or demandable on the same day as Loan II will be repayable and/or demandable subject to the provisions of Article 14.1 of the agreement dated 8/9 July 2006.

Article 2 – Pledge

1. For the benefit of Heemak as an additional security for the settlement of all that the Oxycom c.s. may owe to Heemak now or at any future moment in time on account of Loan III as laid down in article 1 of this agreement, costs and interest due on Loan I to Heemak and Loan II and any future loan Heemak may grant Oxycom c.s., Oxycom c.s. hereby give in pledge, which pledge Heemak herewith accepts:
 - a. the registered trademarks and patents that are or will be owned by Oxycom c.s., hereinafter: the Trademarks and Patents;
 - b. the equipment that is or will be owned by Oxycom c.s., hereinafter: the Equipment;
 - c. the stock that is or will be owned by Oxycom c.s., hereinafter: the Stock;

Oxycom Pledge agreement Loan III



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d. the existing and future receivables of Oxycom c.s, hereinafter: the Receivables.
the Trademarks and Patents, the Equipment, the Stock and the Receivables, jointly also to be referred to as: the Pledged Goods.

2. The Pledged Goods are pledged as a third ranking pledge, i.e. they are preceded by the first right of pledge regarding Loan I of Heemak and Kampmann that applies to a maximum amount of € 700.000 and by the second right of pledge regarding Loan II of Heemak that applies to a maximum amount of € 2.175.000,-.
3. The right of pledge is limited to a maximum amount of € 1.250.000,-.
4. The right of pledge is created by the signing of this agreement and furthermore within the scope of the provisions set out in the following articles.

Article 3 – Guarantees and obligations of Oxycom c.s. – in general

1. Oxycom c.s. herewith declare that they own the Pledged Goods, that they are entitled to the pledging thereof and that the Pledged Goods are not encumbered with another right of pledge that ranks higher than the right of pledge mentioned in article 2.2 nor with a right of usufruct or any other restricted right [*beperkt recht*, as defined under Dutch law].
Oxycom c.s. herewith also declare that the Pledged Goods are not subject to any attachment orders.
2. Oxycom c.s. are not empowered to perform acts of disposition and neither are they empowered to encumber rights or restricted rights with or to grant rights or restricted rights on (which also covers the granting of licensing rights) the Pledged Goods without prior written permission from Heemak.
3. Oxycom c.s. are obliged to always exercise due care or see to it that due care is exercised with respect to the Pledged Goods, also in view of the interest of Heemak. Heemak may also, should such be desired, take relevant measures itself or have those measures taken and charge the costs thereof to Oxycom c.s..

Oxycom c.s. is not allowed to perform any acts which may be detrimental to the interests of Heemak.

4. Oxycom c.s. undertake to inform Heemak promptly of all that may be of interest to the Heemak with regard to the Pledged Goods and the person of Oxycom c.s. or Oxycom c.s. respectively, which include an action for annulment, transfer, revindication or declaration of voidness, a bankruptcy, a moratorium, an attachment, a termination, administration or placing under guardianship.

In all events as listed above Oxycom c.s. are in any case obliged to give immediate notice of the existence of Heemak's right of pledge to any person who lodges a claim for cancellation, transfer, revindication or declaration of voidness of the Pledged Goods, the trustee in bankruptcy, the administrator, the bailiff who has carried out the attachment order or the guardian, without prejudice to the right of Heemak to give this information.

5. If Oxycom c.s. are in default towards Heemak, Heemak is empowered to have the Pledged Goods sold by the highest ranking pledgee and to share in the proceeds in accordance with the

Oxycom Pledge agreement, Loan III



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rank without prejudice to the power of Heemak to sell the Pledged Goods itself while maintaining the higher ranking rights of pledge.

Heemak is obliged to inform Oxycom c.s. or the one who has established a right of pledge or usufruct in or who has made an attachment upon one or more of the Pledged Goods at least 8 days beforehand of the manner in which, the place where and the time limit within which the intended sale will take place. Likewise Heemak is obliged to give notice of the sale itself.

After having paid the execution costs Heemak will set off the proceeds of the Pledged Goods against the claims Heemak has on Oxycom c.s. meant in article 2 of this agreement. If a pledgee other than Heemak decides to execute one or more of the Pledged Goods, Heemak will set off the part of the proceeds thereof that has been paid in accordance with the rank of Heemak against the claim Heemak has on the Oxycom c.s.

8. The costs involved in drawing up this agreement will be borne by Oxycom c.s.

Article 4 – Further stipulations regarding the pledging of the Trademarks and Patents

1. The Trademarks and Patents extend to all trademarks and patents (including the patent applications) Oxycom c.s. have and/or will obtain.
2. The existing Trademarks and Patents are shown on the list attached as *exhibit I*.
3. Oxycom c.s. undertake to inform Heemak always without delay of the applying for, filing with, obtaining of new Trademarks or Patents.
4. Heemak is entitled to have the pledging of the Trademarks and Patents listed in the appropriate registers.
5. Oxycom c.s. is empowered to submit a claim as referred to in Section 70 subsection 5 Dutch Patents Act 1995 [*Rijksoctrooiwet*].

Article 5 – Further stipulations regarding the pledging of the Receivables

1. The Receivables extend to all claims Oxycom c.s. have and/or will have at any future moment in time on third parties.
2. The right of pledge on future Receivables is created by way of registering the pledge lists signed by or on behalf of Oxycom c.s. Oxycom c.s. are obliged to specify new Receivables in pledge lists immediately after they have come into existence and to sign these pledge lists and the attached documents and to send or hand them to Heemak at least once every two weeks.
3. Heemak is entitled to notify those persons who owe the Receivables of the pledge without notice of default or judicial intervention, and may also in and out of court demand fulfilment of the Receivables, receive payment thereof and give discharge for payments made, make the Receivables due and payable by means of cancellation, settle with the debtors judicially or extrajudicially and exercise all other rights connected with the Receivables.

Article 6 – Further stipulations regarding the pledging of the Equipment and Stock

1. The Equipment and Stock extend to all equipment and stock that are owned or will be owned by Oxycom c.s.

Oxycom Pledge agreement I con III

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2. Oxycom c.s. are obliged to take out a fire and theft insurance and to continue this insurance with respect to the Equipment and Stock. Heemak is at all times entitled to note the pledge on the policy and, if damage occurs, to make arrangements with the insurer in the capacity of policyholder itself.
3. Oxycom c.s. are entitled to sell the Stock in the normal course of their business.
4. The moment Oxycom c.s. fail to fulfil their obligations towards Heemak or give good reason to Heemak to fear that they may fail to fulfil those obligations, Heemak is entitled to take possession of the Equipment and Stock, to sell it and to pay itself from the proceeds, in accordance with its rank. The possible surplus will be paid to Oxycom c.s. without delay.

Article 7 – Registration

This agreement is destined to be registered within the meaning of Sections 237 and 239 of Book 3 of the Dutch Civil Code. Heemak is empowered to register further deeds and lists with regard to the pledge relationship as well, or to have them registered, and/or to perform further activities for the implementation of this pledge relationship. Oxycom c.s. herewith grant to Heemak irrevocable power of attorney to carry out all that is desirable or necessary to achieve the intended effect.

Article 8 – Disputes – competent court

1. This agreement is exclusively governed by Dutch law.
2. The court in Groningen has exclusive jurisdiction to settle any disputes that may arise in connection with this agreement and/or further agreements, without prejudice to the rights of the parties to appeal and/or bring an appeal in cassation.

AGREED UPON AND DRAWN UP IN TWO COPIES ON 8 April 2009.

1.
Oxycom Holding B.V.
Director: mr M. Kiffen
2.
Oxycom Fresh Air B.V.
Director: Oxycom Holding B.V. in its turn represented by its director mr M. Kiffen
3.
Oxycom Beheer B.V.
Director: Oxycom Holding B.V. in its turn represented by its director mr M. Kiffen

Oxycom Pledge agreement I van III

4.

.....
Oxycom Mobile B.V.

Director: Oxycom Holding B.V. in its turn represented by its director mr M. Kiffen

5.

.....
Heemak B.V.

Director: mr P.H. Heerema

Oxycom Pledge agreement Loan III

Exhibit 1
Loan III

Oxycom				
Howrey Reference	Country	Application Number	Status	Filing Date
05589.0003.PCEP00	EP	04817264.7	Filed	10/18/2004
05589.0003.PCUS00	US	10/575,761	Filed	10/18/2004
05589.0004.PCEP00	EP	03776297.6	Filed	10/31/2003
05589.0004.PCEP01	EP	03769085.8	Filed	10/31/2003
05589.0004.PCUS00	US	10/553,383	Filed	10/31/2003
05589.0007.CNUS01	US	12/144,767	Filed	24/6/2008
05589.0007.EPAT00	AT	03710539.2	Granted	27/2/2003
05589.0007.EPBE00	BE	03710539.2	Granted	27/2/2003
05589.0007.EPCH00	CH	03710539.2	Granted	27/2/2003
05589.0007.EPDE00	DE	03710539.2	Granted	27/2/2003
05589.0007.EPES00	ES	03710539.2	Granted	27/2/2003
05589.0007.EPFR00	FR	03710539.2	Granted	27/2/2003
05589.0007.EPGR00	GR	03710539.2	Granted	27/2/2003
05589.0007.EPIE00	IE	06113657.8	Granted	27/2/2003
05589.0007.EPIT00	IT	06113657.8	Granted	27/2/2003
05589.0007.EPLU00	LU	03710539.2	Granted	27/2/2003
05589.0007.EPNL00	NL	06113657.8	Granted	27/2/2003
05589.0007.EPSE00	SE	03710539.2	Granted	27/2/2003
05589.0007.EPTR00	TR	03710539.2	Granted	27/2/2003
05589.0007.PCEP00	EP	03710539.2	Granted	27/2/2003
05589.0007.PCUS00	US	10/512,483	Granted	27/2/2003
05589.0011.00US00	US	10/774,459	Granted	9/8/2002
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05589.0011.EPDE00	DE	60206943.2-08	Granted	9/8/2002
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05589.0011.EPLU00	LU	02807128.0	Granted	9/8/2002
05589.0011.EPNL00	NL	02807128.0	Granted	9/8/2002
05589.0011.EPPT00	PT	02807128.0	Granted	9/8/2002
05589.0011.EPSE00	SE	02807128.0	Granted	9/8/2002
05589.0011.EPTR00	TR	02807128.0	Granted	9/8/2002
05589.0011.PCEP00	EP	02807128.0	Granted	9/8/2002
05589.0012.PCEP00	EP	03710538.4	Filed	27/2/2003
05589.0012.PCUS00	US	10/512,482	Filed	27/2/2003
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05589.0015.EPNL00	NL	03747235.4	Granted	27/2/2003
05589.0015.PCEP00	EP	03747235.4	Granted	27/2/2003
05589.0015.PCUS00	US	10/512,449	Granted	27/2/2003
05589.0017.PCEP00	EP	04704566.1	Filed	1/23/2004

Oxycom

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Howrey Reference	Country	ApplicationNumber	Status	FilingDate
05589.0017.PCUS00	US	10/543,125	Granted	1/23/2004
05589.0018.PCEP00	EP	04714775.6	Filed	2/26/2004
05589.0018.PCUS00	US	10/546,836	Filed	2/26/2004
05589.0019.PCEP00	EP	04764348.1	Filed	8/20/2004
05589.0020.NPUS00	US	10/808,842	Granted	3/25/2004
05589.0021.PCEP00	EP	05761096.6	Filed	7/12/2005
05589.0021.PCUS00	US	11/632,301	Filed	7/12/2005
05589.0023.PCEP00	EP	05764153.2	Filed	21/7/2005
05589.0023.PCUS00	US	11/658,174	Filed	21/7/2005
05589.0024.PCEP00	EP	06774740.2	Filed	1/9/2006
05589.0024.PCUS00	US	12/065,254	Filed	1/9/2006
05589.0025.PCEP00	EP	06841617.1	Filed	22/12/2006
05589.0025.PCUS00	US	12/158,752	Filed	22/12/2006
05589.0026.PCEP00	EP	07703963.4	Filed	1/17/2007
05589.0027.PCEP00	EP	07703715.8	Filed	9/1/2007
05589.0027.PCUS00	US	12/160,316	Filed	9/1/2007
05589.0029.00PC00	PCT	PCT/EP2007/062157	Filed	11-9-2007
05589.0031.00PC00	PCT	PCT/EP2008/066903	Filed	5/12/2008

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Oxycom

Howrey Reference Title

05589.0003.PCEP00 HEAT EXCHANGE LAMINATE
05589.0003.PCUS00 HEAT EXCHANGE LAMINATE

05589.0004.PCEP00 HEAT EXCHANGER
05589.0004.PCEP01 HEAT EXCHANGER
05589.0004.PCUS00 HEAT EXCHANGER

05589.0007.CNUS01 DEWPOINT COOLER
05589.0007.EPAT00 DEWPOINT COOLER
05589.0007.EPBE00 DEWPOINT COOLER
05589.0007.EPCH00 DEWPOINT COOLER
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05589.0012.PCEP00 HEAT EXCHANGER
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05589.0015.EPNL00 HEAT EXCHANGER
05589.0015.PCEP00 HEAT EXCHANGER
05589.0015.PCUS00 HEAT EXCHANGER

05589.0017.PCEP00 EVAPORATIVE COOLER WITH
ANTIMICROBIAL PROVISIONS

Oxycom

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Oxycom	
Howrey Reference	Title
05589.0017.PCUS00	EVAPORATIVE COOLER WITH ANTIMICROBIAL PROVISIONS
05589.0018.PCEP00	EVAPORATIVE COOLER
05589.0018.PCUS00	EVAPORATIVE COOLER
05589.0019.PCEP00	METHOD OF FORMING FINS
05589.0020.NPUS00	VEHICLE COOLER
05589.0021.PCEP00	HEAT EXCHANGE DEVICE
05589.0021.PCUS00	HEAT EXCHANGE DEVICE
05589.0023.PCEP00	FOLDED HEAT EXCHANGER
05589.0023.PCUS00	FOLDED HEAT EXCHANGER
05589.0024.PCEP00	VAPOUR EXTRACTION DEVICE
05589.0024.PCUS00	VAPOUR EXTRACTION DEVICE
05589.0025.PCEP00	REVERSED FIN CONSTRUCTION
05589.0025.PCUS00	EVAPORATIVE COOLING DEVICE
05589.0026.PCEP00	FINNED HEAT EXCHANGER
05589.0027.PCEP00	COOLING AND VENTILATION DEVICE
05589.0027.PCUS00	COOLING AND VENTILATION DEVICE
05589.0029.00PC00	HIGH EFFICIENCY HEAT EXCHANGER
05589.0031.00PC00	COMBINED HEAT EXCHANGE UNIT

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