

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Ontech Operations, Inc.	01/20/2009
RECEIVING PARTY DATA	
Name:	GRP II, L.P., as Lender
Street Address:	2121 Avenue of the Stars, Suite 1630
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Name:	GRP II Partners, L.P., as Lender
Street Address:	2121 Avenue of the Stars, Suite 1630
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Name:	GRP II Investors, L.P., as Lender
Street Address:	2121 Avenue of the Stars, Suite 1630
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Name:	DFJ Frontier Fund, L.P., as Lender
Street Address:	2882 Sand Hill Road, Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Name:	Draper Associates, L.P., as Lender
Street Address:	2882 Sand Hill Road, Suite 150

501322434

PATENT
REEL: 025150 FRAME: 0108

OP \$480.00 7117684

City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	The Fonstad Living Trust Dated March 26, 1999, as Lender
Street Address:	2882 Sand Hill Road, Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	The Cremin Family Trust UTA dtd 11/20/2003, as Lender
Street Address:	2882 Sand Hill Road, Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

Name:	Scott Lenet, as Lender
Street Address:	2882 Sand Hill Road, Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7117684
Patent Number:	7025055
Application Number:	11388913
Patent Number:	D371513
Patent Number:	5461867
Patent Number:	5626022
Patent Number:	6266879
Patent Number:	6351953
Patent Number:	6178753
Patent Number:	5809786
Patent Number:	5941078
Patent Number:	5979164

CORRESPONDENCE DATA

PATENT
REEL: 025150 FRAME: 0109

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

024148-0052

NAME OF SUBMITTER:

Kristin J. Azcona

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of January 20, 2009, is made by **ONTECH OPERATIONS, INC.**, a Delaware corporation ("**Grantor**"), in favor of each lender from time to time party hereto (collectively, the "**Lenders**" and individually, a "**Lender**").

W I T N E S S E T H:

WHEREAS, the Grantor intends to issue Secured Promissory Notes to the Lenders (as amended, supplemented or otherwise modified from time to time, the "**Notes**"), pursuant to which the Lenders will extend credit to Grantor on the terms and subject to the conditions set forth therein; and

WHEREAS, in order to secure (i) the payment of all of the principal, interest and fees, if any, on the Notes and the performance of all other obligations under the Notes ("**Note Obligations**") and (ii) all of the Grantor's obligations and liabilities hereunder and in connection herewith (all the Note Obligations and such obligations and liabilities hereunder being hereinafter referred to collectively as the "**Liabilities**"), it is the intent of the Grantor to pledge and to grant to the Secured Parties (as defined below) and to create a security interest in certain property of Grantor, as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Notes, and the following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"**Agent**" means GRP Management Services Corp.

"**Copyright License**" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"**Copyrights**" means all of the following: (a) all copyrights and General Intangibles (as defined in Article 9 of the Uniform Commercial Code as in effect on the date hereof in the State of Delaware) of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"**Event of Default**" means (i) any default under the Note and (ii) any default by the Company of any provision of this Agreement.

"IP License" means, collectively, the Copyright Licenses, the Patent Licenses and the Trademark Licenses.

"Patent License" means rights now owned or hereafter acquired under any written agreement by the Grantor granting any right with respect to any Patent in existence.

"Patents" means all of the following: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

"Secured Party" means each of the Lenders and the holders of any other Liabilities.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by the Grantor granting any right to use any Trademark.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.

(a) To secure the prompt and complete payment, performance and observance of all the Liabilities, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, for itself and the benefit of the Secured Parties, a continuing security interest in and lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of the Grantor and whether owned or consigned by or to, or licensed from or to, the Grantor (collectively, the **"Intellectual Property Collateral"**):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by each item of Intellectual Property Collateral and each IP License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (A) infringement of any Patent or Patent licensed under any Patent License, (B) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License, (C) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License, and (D) infringement of any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Liabilities and in order to induce the Agent and the Secured Parties as aforesaid, the Grantor hereby grants to the Agent, for itself and the benefit of the Secured Parties, a right of setoff, against the property of the Grantor held by the Agent or any Secured Party, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to the Agent or any Secured Party, for any purpose, including safekeeping, collection or pledge, for the account of the Grantor, or as to which the Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that:

(a) The Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

(b) This Agreement is effective to create a valid and continuing lien on and, upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the Grantor's jurisdiction of incorporation or organization, all action necessary to protect and perfect the Agent's lien on the Intellectual Property Collateral shall have been duly taken, and the Agent's lien is enforceable as such against all creditors or and purchasers from the Grantor.

(c) No security agreement, financing statement or other public notice with respect to all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as have been filed in favor of (i) the Agent for the benefit of the Agent and the Secured Parties or (ii) Hercules Technology II, L.P.

4. COVENANTS. The Grantor covenants and agrees with the Agent, for the benefit of the Agent and the Secured Parties, that from and after the date hereof and until final payment in full in cash of the Note Obligations:

(a) The Grantor shall cooperate fully with the Agent to ensure the prompt filing and recordation of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and in the states of the Grantor's incorporation or organization.

(b) The Grantor shall notify the Agent immediately if it knows that any application or registration relating to any material Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall the Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Agent written notice thereof within at least within thirty (30) Business Days after such filing, and, upon request of the Agent, the Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Agent) to evidence the Agent's lien on such Patent, Trademark or Copyright, and the General Intangibles (as defined in Article 9 of the Uniform Commercial Code as in effect on the date hereof in the State of Delaware) of the Grantor relating thereto or represented thereby.

(d) The Grantor shall take all actions necessary or requested by the Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings and prompt payment of maintenance or renewal fees.

(e) In the event that any of the Intellectual Property Collateral is materially infringed upon, or misappropriated or diluted by any Person, the Grantor shall notify the Agent promptly after the Grantor learns thereof. The Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as the Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as the Agent may otherwise request.

(f) The Grantor agrees that it will not take any action, and will use best efforts not to permit any action to be taken by its employees, agents, designees or licensees, or fail to take any action, which could reasonably be expected to have a material adverse effect on the validity or enforcement of the rights collaterally assigned to the Agent under this Agreement or the rights associated with any Intellectual Property Collateral.

(g) The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property Collateral. The Grantor will mark their books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interests granted hereby.

(h) The Grantor will not create, incur or permit to exist, will defend the Agent against, and will take such other action as is necessary to remove any lien or claim on or to the Intellectual Property Collateral other than the liens created hereby. The Grantor will advise the Agent promptly of any lien on any of the Intellectual Property Collateral.

(i) The Grantor will pay and discharge or otherwise satisfy at or before maturity, or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Intellectual Property Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Intellectual Property Collateral.

(j) The Grantor hereby agrees that when an Event of Default has occurred and is continuing, the use by the Agent of the Intellectual Property Collateral as authorized hereunder shall be without any liability for royalties or other related charges from the Agent to the Grantor.

(k) The Grantor agrees not to directly or indirectly sell, assign, transfer or otherwise dispose of its interest in the Intellectual Property Collateral without the prior and express written consent of the Agent. From and after the occurrence and during the continuance of an Event of Default, the Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of inventory marketed by the Grantor under the Intellectual Property Collateral or in connection with which such the Intellectual Property Collateral is used.

5. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Liabilities, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Liabilities shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

6. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address, and given in the manner required by, Section 8 of the Notes.

7. AGENT'S RIGHT TO SUE. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated,

to bring suit in its own name to enforce Intellectual Property Collateral and, if the Agent shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 7 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

8. THE AGENT'S DUTY OF CARE.

(a) The Agent shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law including, without limitation, acts, omissions, errors or mistakes with respect to the Intellectual Property Collateral, except for those arising out of or in connection with the Agent's (i) gross negligence or willful misconduct, or (ii) failure to use reasonable care with respect to the safe custody of the Intellectual Property Collateral in the Agent's possession. Without limiting the generality of the foregoing, the Agent shall be under no obligation to take any steps necessary to preserve rights in the Intellectual Property Collateral against any other parties but may do so at its option. All expenses incurred in connection therewith shall be for the sole account of the Grantor, and shall constitute part of the Liabilities secured hereby.

(b) No provision of this Agreement shall require the Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Agent shall have no duties or responsibilities except those expressly set forth in this Agreement or the Notes. The Agent shall not be liable for any delay or failure to act as may be required hereunder when such delay or failure is due to any act of God, interruption or other circumstances beyond its control provided it exercises such diligence as the circumstances may reasonably require. The Agent shall be entitled to rely on any communication, instrument, paper or other document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person. The Agent may consult with, and obtain advice from, legal counsel as to the construction of any of the provisions of this Agreement, and shall incur no liability in acting in good faith in accordance with the reasonable advice of such counsel.

(c) The Agent shall not be deemed to have notice of any Event of Default unless an officer of the Agent has actual knowledge thereof or unless written notice of any such Event of Default is received by the Agent at the office of the Agent specified in or pursuant to Section 8 of the Notes.

9. POWER OF ATTORNEY. The Grantor agrees, upon the request of the Agent and promptly following such request, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all persons designated by the Agent in its sole and absolute discretion) with full power of substitution, as the Grantor's true and lawful attorney-in-fact, with full power and authority in the name of the Grantor, or in its own name, from time to time in the Agent's discretion upon the occurrence and during the continuance of an Event of Default, for the purpose of carrying out the terms of this

Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes hereof and, without limiting the generality of the foregoing, hereby gives the Agent the power and right on behalf of the Grantor, without notice or assent by the Grantor, to the extent permitted by applicable law, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use, prosecution or protection of the Intellectual Property Collateral, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone on commercially reasonable terms (but subject to the terms thereof), (iii) grant or issue any exclusive or nonexclusive license under the Intellectual Property Collateral (not to conflict with any existing license) or under the licenses, to anyone on commercially reasonable terms (but only, in the case of licenses, to the extent permitted under such licenses), and (iv) take any other actions with respect to the Intellectual Property Collateral or, to the extent permitted, the licenses as the Agent deems in its own best interest or in the best interest of the Secured Parties. The Grantor hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full in cash and the Notes shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Notes, but rather is intended to facilitate the exercise of such rights and remedies.

10. EVENT OF DEFAULT; CUMULATIVE REMEDIES. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Collateral may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default, the Grantor agrees to assign, convey and otherwise transfer title in and to the Intellectual Property Collateral to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion exercised in a commercially reasonable manner, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement and the Notes, including, but not limited to, the right to sell, transfer or otherwise dispose of any and all finished goods inventory bearing the Trademarks, Patents or Copyrights in any manner determined solely by the Agent. The Grantor agrees that any notification of intended disposition of any of the Intellectual Property Collateral required by law shall be deemed reasonably and properly given if given at least ten (10) Business Days before such disposition. The Grantor hereby agrees that they shall have no right to satisfy the Agent's rights to equitable remedies by the payment of money damages, and nothing contained in this Agreement will restrict the Agent's rights to obtain equitable remedies for breaches of this Agreement. To the extent permitted by applicable law, the Grantor waives all claims, damages, and demands it may acquire against the Agent arising out of the lawful exercise by it of its rights hereunder.

11. TERMINATION. The security interest granted by the Grantor under this Agreement shall terminate against all the Intellectual Property Collateral upon final indefeasible payment in full in cash of the Liabilities. Upon such termination and at the written request of the Grantor or its successors or assigns, and at the cost and expense of the Grantor or its successors or assigns, the Agent shall execute in a timely manner a satisfaction of this Agreement and such instruments, documents or agreements as are necessary or desirable to terminate and remove of record any documents constituting public notice of this Agreement and the security interests and assignments granted hereunder.

12. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

13. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Agreement with its counsel.

[remainder of page intentionally left blank]

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

The Grantor:

ONTECH OPERATIONS, INC.

By: _____


Jonathan Weisz
President & Chief Executive Officer

S-1

[Signature Page to the Intellectual Property Security Agreement]

The Lenders:

GRP II, L.P.,

a Delaware limited partnership

By: GRPVC, L.P., its General Partner

By: GRP Management Services Corp., a Delaware
corporation, its General Partner

By: 

Steven Dietz
President

GRP II Partners, L.P.,

a Delaware limited partnership

By: GRPVC, L.P., its General Partner

By: GRP Management Services Corp., a Delaware
corporation, its General Partner

By: 

Steven Dietz
President

GRP II Investors, L.P.,

a Delaware limited partnership

By: GRPVC, L.P., its General Partner

By: GRP Management Services Corp., a Delaware
corporation, its General Partner

By: 

Steven Dietz
President

The Lenders:

DFJ Frontier Fund, L.P.,
a Delaware limited partnership

By: 
Timothy C. Draper
Managing Director

Draper Associates, L.P.,
a Delaware limited partnership

By: 
Timothy C. Draper
General Partner

The Fonstad Living Trust Dated March 26, 1999,
a California trust

By: 
Jennifer S. Fonstad
Trustee

The Cremin Family Trust UTA dtd 11/20/2003,
a California trust

By: 
David Cremin
Trustee



Scott Lenet

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached schedule.

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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See attached schedule.

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached schedule.

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

Client	Case No. Client Case #	Title	Country	Inventor Names	Application Number	Filing Date	Patent Number	Date Issued	Expiration Date	Status
OnTech Delaware, Inc. (ONT)	ONT.-PFCSA	Container with integral module for heating and cooling contents	South Africa		96/08737	10/16/1996				Granted
OnTech Delaware, Inc. (ONT)	ONT.101	Container with integral module for heating or cooling the contents	US		10/800,987	03/15/2004	7,117,684	10/10/2006		Issued
OnTech Delaware, Inc. (ONT)	ONT.101AU	Container with integral module for heating or cooling the contents	Australia		2005329458			Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101BR	Container with integral module for heating or cooling the contents	Brazil		PI0520015-6			Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101CA	Container with integral module for heating or cooling the contents	Canada		2605359					Pending
OnTech Delaware, Inc. (ONT)	ONT.101CN	Container with integral module for heating or cooling the contents	China		200580049134. 1			Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101EP	Container with integral module for heating or cooling the contents	Europe		05729743.4	03/17/2005				Pending
OnTech Delaware, Inc. (ONT)	ONT.101EUR	Container with integral module for heating or cooling the contents	Eurasia					Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101IL	Container with integral module for heating or cooling the contents	Israel		185995	11/17/2007		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101IN	Container with integral module for heating or cooling the contents	India		3969/KOLNP/2 007	10/15/2007		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101JP	Container with integral module for heating or cooling the contents	Japan		2008-501852			Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101MX	Container with integral module for heating or cooling the contents	Mexico					Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101NZ	Container with integral module for heating or cooling the contents	New Zealand		562555			Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.101PC	Container with integral module for heating or cooling the contents	PCT		PCT/US05/008 840	03/17/2005				Done
OnTech Delaware, Inc. (ONT)	ONT.102	Tray for selectably heating or cooling the contents	US		10/800.802	03/15/2004	7,025,055	04/11/2006	03/15/2024	Issued

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

Client	Case No. Client Case #	Title	Country	Inventor Names	Application Number	Filing Date	Patent Number	Date Issued	Expiration Date	Status
OnTech Delaware, Inc. (ONT)	ONT.102PC	TRAY FOR SELECTABLY HEATING OR COOLING THE CONTENTS	PCT		PCT/US2005/0 08841	03/17/2005		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.103	Sterilization heating module	US		11/186,463	07/20/2005		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.103PC	Sterilization heating module	PCT		PCT/US2006/0 28172					Pending
OnTech Delaware, Inc. (ONT)	ONT.103PC2	Sterilization heating module	PCT		PCT/US07/608 63	01/22/2007		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.104	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	US		11/388,913	03/23/2006				Pending
OnTech Delaware, Inc. (ONT)	ONT.104AU	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	Australia		2007227337	09/23/2008				Pending
OnTech Delaware, Inc. (ONT)	ONT.104BR	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	Brazil							Pending
OnTech Delaware, Inc. (ONT)	ONT.104CA	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	Canada			09/23/2008				Pending
OnTech Delaware, Inc. (ONT)	ONT.104CN	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	China		200780015450. 6					Pending
OnTech Delaware, Inc. (ONT)	ONT.104EP	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	Europe		07759313.5					Pending

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Patents and Patent Applications

Client	Case No. Client Case #	Title	Country	Inventor Names	Application Number	Filing Date	Patent Number	Date Issued	Expiration Date	Status
OnTech Delaware, Inc. (ONT)	ONT.104EUR	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	EAPO		200801877					Pending
OnTech Delaware, Inc. (ONT)	ONT.104IL	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	Israel		194300	09/23/2008				Pending
OnTech Delaware, Inc. (ONT)	ONT.104IN	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	India		3885/KOLNP/2 008	09/24/2008				Pending
OnTech Delaware, Inc. (ONT)	ONT.104JP	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	Japan							Pending
OnTech Delaware, Inc. (ONT)	ONT.104KR	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	Republic of Korea		10-2008- 7025829					Pending
OnTech Delaware, Inc. (ONT)	ONT.104MX	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	Mexico		MX/a/2008/012 175	09/22/2008				Pending
OnTech Delaware, Inc. (ONT)	ONT.104NZ	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	New Zealand		571482	09/24/2008				Pending
OnTech Delaware, Inc. (ONT)	ONT.104PC	CONTAINER WITH MODULE FOR HEATING OR COOLING THE CONTENTS	PCT		PCT/US07/648 56	03/23/2007				Done
OnTech Delaware, Inc. (ONT)	ONT.105	TRAY FOR SELECTABLY HEATING OR COOLING THE CONTENTS	US		11/391,968	03/28/2006		Ab. Date:		Abandoned

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Patents and Patent Applications

Client	Case No. Client Case #	Title	Country	Inventor Names	Application Number	Filing Date	Patent Number	Date Issued	Expiration Date	Status
OnTech Delaware, Inc. (ONT)	ONT.105PC	TRAY FOR SELECTABLY HEATING OR COOLING THE CONTENTS	PCT		PCT/US07/065 406	03/28/2007		Ab. Date: 02/03/2009		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.DP01	END CAP FOR A CONTAINER	US		29/025,518	07/05/1994	D371,513			Issued
OnTech Delaware, Inc. (ONT)	ONT.NSICA U	Container with integral module for heating and cooling contents	Australia		73996/96	10/16/1996		Ab. Date: 02/03/2009		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.NSICB R	Container with integral module for heating or cooling the contents	Brazil		PI9611273-5	04/27/1998		Ab. Date: 02/03/2009		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.NSICC A	Container with integral module for heating or cooling the contents	Canada		2,235,678					Issued
OnTech Delaware, Inc. (ONT)	ONT.NSICC N	Container with integral module for heating or cooling contents	China		96197918.6	04/28/1998				Issued
OnTech Delaware, Inc. (ONT)	ONT.NSICC Z	Container with Integral Module for Heating or Cooling Contents	Czech Republic		PV 1998-1288		298541	Ab. Date: 02/03/2009		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.NSICE A	Container with integral module for heating or cooling the contents	EPO		199800413			Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.NSICE P	Container with integral module for heating or cooling contents	EPO		96936456.1	10/16/1996				Pending
OnTech Delaware, Inc. (ONT)	ONT.NSICE P2	Container with integral module for heating or cooling contents	EPO		6019658.1	10/16/1996				Pending
OnTech Delaware, Inc. (ONT)	ONT.NSICIL	Container with integral module for heating or cooling contents	Israel		124,193	04/23/1998		Ab. Date: 02/03/2009		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.NSICK R	Container with integral module for heating and cooling contents						Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.NSICM X	Container with integral module for heating or cooling contents	Mexico		983,361	04/29/1998				Issued
OnTech Delaware, Inc. (ONT)	ONT.NSICP L	Container with integral module for heating and cooling contents						Ab. Date:		Abandoned

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Patents and Patent Applications

Client	Case No. Client Case #	Title	Country	Inventor Names	Application Number	Filing Date	Patent Number	Date Issued	Expiration Date	Status
OnTech Delaware, Inc. (ONT)	ONT.NS1CS K	Container with integral module for heating and cooling contents						Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.PA01	CONTAINER WITH INTEGRAL MODULE FOR HEATING OR COOLING THE CONTENTS	US		08/250,537	05/31/1994	5,461,867	10/31/1995		Issued
OnTech Delaware, Inc. (ONT)	ONT.PA01CP 2	CONTAINER WITH INTEGRAL MODULE FOR HEATING OR COOLING THE CONTENTS	US		08/550,457	10/30/1995	5,626,022	05/06/1997	10/30/2015	Issued
OnTech Delaware, Inc. (ONT)	ONT.PA02	CONTAINER WITH INTEGRAL MODULE FOR HEATING OR COOLING THE CONTENTS AND METHOD FOR ITS MANUFACTURE	US		09/383,977	08/26/1999	6,266,879	07/31/2001		Issued
OnTech Delaware, Inc. (ONT)	ONT.PA02D	Container with integral module for heating or cooling the contents and method for its manufacture	US		09/669,493	09/25/2000	6,351,953	03/05/2002		Issued
OnTech Delaware, Inc. (ONT)	ONT.PA04	CONTAINER WITH SELF-HEATING MODULE HAVING LIQUID REACTANT AND BREAKABLE REACTANT BARRIER AT DISTAL END OF MODULE	US		09/294,926	04/19/1999	6,178,753	01/30/2001	04/19/2019	Issued
OnTech Delaware, Inc. (ONT)	ONT.PA1CP3	CONTAINER WITH INTEGRAL MODULE FOR HEATING OR COOLING THE CONTENTS	US		08/813,554	03/07/1997	5,809,786	09/22/1998		Issued
OnTech Delaware, Inc. (ONT)	ONT.PA1CP4	CONTAINER WITH INTEGRAL MODULE FOR HEATING OR COOLING THE CONTENTS	US		09/153,929	09/16/1998	5,941,078	08/24/1999		Issued

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Patents and Patent Applications

Client	Case No. Client Case #	Title	Country	Inventor Names	Application Number	Filing Date	Patent Number	Date Issued	Expiration Date	Status
OnTech Delaware, Inc. (ONT)	ONT.PAO1D	CONTAINER WITH INTEGRAL MODULE FOR HEATING OR COOLING THE CONTENTS	US		09/143,805	08/31/1998	5,979,164	11/09/1999		Issued
OnTech Delaware, Inc. (ONT)	ONT.PF1AU S	Container with integral module for heating and cooling contents	Australia		26577/95	05/26/1995		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.PF1BR A	Container with integral module for heating and cooling contents	Brazil		PI 9507575-5	10/29/1996		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.PF1CA N	Container with integral module for heating and cooling contents	Canada		2,189,460	05/26/1995				Issued
OnTech Delaware, Inc. (ONT)	ONT.PF1CZE	Container with integral module for heating and cooling contents	Czech Republic		292 904			Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.PF1EPO	Container with integral module for heating and cooling contents	EPO		95921518.7	05/26/1995				Issued
OnTech Delaware, Inc. (ONT)	ONT.PF1JPN	Container with integral module for heating and cooling contents	Japan		8-501144	11/12/1996		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.PF1ME X	Container with integral module for heating and cooling contents	Mexico		965777	11/12/1996				Issued
OnTech Delaware, Inc. (ONT)	ONT.PF1NZ	Container with integral module for heating and cooling contents	New Zealand		287750	10/31/1996		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.PF1RU S	Container with integral module for heating and cooling contents	Russian Federation		96124361	11/29/1996		Ab. Date:		Abandoned
OnTech Delaware, Inc. (ONT)	ONT.PF1CTA W	Container with integral module for heating and cooling contents	Taiwan		85112943					Issued

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached schedule.

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached schedule.

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached schedule.

SCHEDULE II
to
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Trademark Registrations

Client	Case No., Client Case #	Mark	Country	Case Type	Application Number	Filing Date	Registration Number	Date Registered	Status
OnTech Delaware, Inc. (ONT)	ONT.TM01		US	US Trademark	74/555,808	08/01/1994			Abandoned
OnTech Delaware, Inc. (ONT)	ONT.TM03		US	US Trademark	74/556,381	08/02/1994			Issued
OnTech Delaware, Inc. (ONT)	ONT.TM04		US	US Trademark	75317172	06/30/1997			Abandoned
OnTech Delaware, Inc. (ONT)	ONT.TM05		US	US Trademark	75/239,085	02/10/1997			Abandoned
OnTech Delaware, Inc. (ONT)	ONT.TM06		US	US Trademark	75/239,502	02/10/1997			Abandoned
OnTech Delaware, Inc. (ONT)	ONT.TM07		US	US Trademark	73/512,561	12/07/1984			Issued
OnTech Delaware, Inc. (ONT)	ONT.TM08		US	US Trademark	76/535,745	08/11/2003			Issued
OnTech Delaware, Inc. (ONT)	ONT.TM09		US	US Trademark	76/535,744	08/11/2003			Abandoned

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u> <u>Date</u>	<u>Copyright</u>	<u>Reg. No.</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Grantor</u> <u>Date</u>	<u>Copyright</u>	<u>Application No.</u>
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None.

III. COPYRIGHT LICENSES

<u>Grantor</u> <u>Parties</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>
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None.