

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
FIFTH THIRD BANK	03/04/2011
RECEIVING PARTY DATA	
Name:	JC CARTER LLC
Street Address:	671 W. 17th Street
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92627
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7455497
CORRESPONDENCE DATA	
Fax Number:	(973)491-3490
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973.491.3326
Email:	brian.petrequin@leclairryan.com
Correspondent Name:	Brian L. Petrequin, Esq. c/o LeClairRyan
Address Line 1:	One Riverfront Plaza
Address Line 2:	1037 Raymond Blvd., 16th Floor
Address Line 4:	Newark, NEW JERSEY 07102
ATTORNEY DOCKET NUMBER:	37865.0034
NAME OF SUBMITTER:	Brian L. Petrequin

Total Attachments: 7
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (“Agreement”) is granted on this 4th day of March, 2011 to **JC CARTER LLC**, a Delaware limited liability company (together with its predecessors, successors and assigns, the “Assignee”), by **FIFTH THIRD BANK**, an Ohio banking corporation (the “Secured Party”) in connection with the termination of a certain Credit and Security Agreement, dated as of May 26, 2010, as amended by that certain First Amendment to Credit Agreement, dated September 13, 2010, by and between Assignee and Secured Party (as supplemented, restated, amended, superseded or replaced from time to time, the “Loan Agreement”) by and between Assignor and the Secured Party.

WITNESSETH:

WHEREAS, Assignee entered into a certain Intellectual Property Security Agreement, dated as of May __, 2010 (the “IP Security Agreement”) for the purpose of securing certain obligations of the Assignee and its affiliates under the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and the IP Security Agreement, the Assignee granted to the Secured Party a security interest in, *inter alia*, all of the Assignee’s right, title and interest in and to all of the (a) trademarks/service marks and trademark/service mark license rights identified on Schedule A attached hereto together with the goodwill of the business symbolized by such trademarks/services marks and license rights (collectively, the “Trademark Collateral”), (b) patents, patent applications and patent license rights identified on Schedule A attached hereto and the inventions described and claimed therein (collectively, the “Patent Collateral”) and (c) the domain names identified on Schedule A attached hereto (collectively, “Domain Name Collateral,” together with the Trademark Collateral and the Patent Collateral, the “IP Collateral”); all to secure the payment and performance of the obligations thereunder; and

WHEREAS, IP Security Agreement has been recorded by the Secured Party from time to time with the United States Patent and Trademark Office at reel/frame 4213/0277 with respect to the Trademark Collateral, and reel/frame 024434/0766 with respect to the Patent Collateral, and in other jurisdictions with respect to the IP Collateral owned by each Assignee to provide notice of the Secured Party’s security interest and/or collateral assignment granted pursuant to the Loan Agreement and the IP Security Agreement; and

WHEREAS, the Assignee and each affiliate that is a party to any Loan Documents (as defined in the Loan Agreement) has fully paid and performed the obligations under, and secured by, the Loan Agreement and the IP Security Agreement on or about the date hereof and the Secured Party has agreed to terminate and release its security interest and its right, title and interest in the IP Collateral on or about the date hereof as herein provided,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged:

1. The Secured Party hereby terminates and releases its security interest and its right, title and interest in all of Assignee's IP Collateral and the Secured Party hereby assigns and transfers to the Assignee, without recourse, all of the Secured Party's right, title and interest in and to the IP Collateral effective as of the date set forth above. For the avoidance of doubt, Secured Party's termination, release, assignment and reassignment herein relates to all goodwill of the business symbolized by the IP Collateral and all related property, including, but not limited to, all proceeds of infringement and dilution suits, the sole right to sue for past, present, future and threatened infringement or dilution of all rights corresponding thereto throughout the world, and any royalties, licenses, fees, proceeds, improvements and subsequent trademarks obtained in connection with any of the IP Collateral.

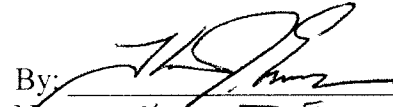
2. The Secured Party shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the IP Collateral hereby released, granted, conveyed, transferred, assigned and delivered or intended so to be. Secured Party further agrees to perform such other acts as Assignee may deem necessary to secure to it the rights hereby assigned.

[Signatures are on following page]

IN WITNESS WHEREOF, the Secured Parties have signed this Agreement by its duly authorized officer as of the date and year first above written.

SECURED PARTY:

FIFTH THIRD BANK

By: 
Name: *Thomas J. Evans*
Title: *Vice President*

ASSIGNEE:

JC CARTER LLC

By: _____
Michael S. Lipscomb, Manager

[Signature page to Termination and Release of Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the Secured Parties have signed this Agreement by its duly authorized officer as of the date and year first above written.

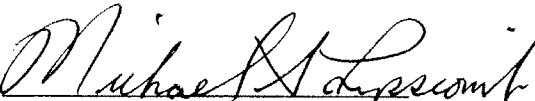
SECURED PARTY:

FIFTH THIRD BANK

By: _____
Name:
Title:

ASSIGNEE:

JC CARTER LLC

By: 
Michael S. Lipscomb, Manager

[Signature page to Termination and Release of Intellectual Property Security Agreement]

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this 28th day of February, 2011, before me, the undersigned officer, personally appeared Thomas J. Evans, the Vice President of FIFTH THIRD BANK, an Ohio banking corporation, and acknowledge the foregoing instrument to be the free act and deed of said FIFTH THIRD BANK, and his free act and deed.

JASON M. SMITH, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.



Notary Public
My Commission Expires: never

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of February, 2011, before me, the undersigned officer, personally appeared Michael S. Lipscomb, the Manager of JC CARTER LLC, a Delaware limited liability company and acknowledge the foregoing instrument to be the free act and deed of said JC CARTER LLC, and his free act and deed.

Notary Public
My Commission Expires

[Notary page to Termination and Release of Intellectual Property Security Agreement]

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of February, 2011, before me, the undersigned officer, personally appeared _____, the _____ of FIFTH THIRD BANK, an Ohio banking corporation, and acknowledge the foregoing instrument to be the free act and deed of said FIFTH THIRD BANK, and his free act and deed.

Notary Public
My Commission Expires

STATE OF Ohio)
) ss:
COUNTY OF Cuyahoga)

On this 27 day of February, 2011, before me, the undersigned officer, personally appeared Michael S. Lipscomb, the Manager of JC CARTER LLC, a Delaware limited liability company and acknowledge the foregoing instrument to be the free act and deed of said JC CARTER LLC, and his free act and deed.

JUDY A. EAST
Notary Public - State of Ohio
My Commission Expires 11-15-15

Judy A. East
Notary Public
My Commission Expires 11-15-15

[Notary page to Termination and Release of Intellectual Property Security Agreement]

SCHEDULE A

INTELLECTUAL PROPERTY COLLATERAL

Trademark Collateral

Any and all U.S. and foreign pending, registered, unregistered, cancelled and abandoned trademarks/service marks and trademark/service mark license rights owned by JC CARTER LLC and its predecessors in interest, including, but not limited to, the following:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION/SERIAL NO.</u>
HYPERINDUCER	USA	Serial No. 77/348,594
ICEBREAKER	USA	Serial No. 77/348,592

Patent Collateral

Any and all U.S. and foreign pending and registered patents and patent license rights owned or used by JC CARTER LLC and its predecessors in interest, including, but not limited to, the following:

<u>PATENT APPLICATION NO.</u>	<u>PATENT or PUBLICATION NO.</u>	<u>COUNTRY</u>	<u>TITLE</u>
N/A	Patent. #7,455,497	USA	HIGH PERFORMANCE INDUCER
N/A	Patent. # 274200	Mexico	HIGH PERFORMANCE INDUCER
# 2,548,268	N/A	Canada	HIGH PERFORMANCE INDUCER
# 04813128.8	N/A	Europe	HIGH PERFORMANCE INDUCER
# 2006-542850	Pub. # 2007-514091	Japan	HIGH PERFORMANCE INDUCER
# 10-2006-7013490	N/A	South Korea	HIGH PERFORMANCE INDUCER
N/A	Patent # 2L200480041221.8	China	HIGH PERFORMANCE INDUCER
N/A	Patent #6,886,584	USA	METHOD AND ASSEMBLE OF REPLACING RECEPTACLE SEAL
N/A	Patent # 5,429,155	USA	CRYOGENIC FLUID COUPLING

Domain Name Collateral

1. cartercryogenics.com
2. jccarterpumps.com
3. jccarternozzles.com