

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Envirocooler, LLC	03/12/2012
RECEIVING PARTY DATA	
Name:	NXT Capital, LLC, as Agent
Street Address:	191 N. Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5924302
Patent Number:	7028504
Patent Number:	7225632
CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
Phone:	312-201-3865
Email:	sharon.patterson@goldbergkohn.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Sharon Patterson, Paralegal
Address Line 1:	Goldberg Kohn Ltd.
Address Line 2:	55 E. Monroe St., Ste. 3300
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6492.070
NAME OF SUBMITTER:	Sharon Patterson
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 12th day of March, 2012, by Envirocooler, LLC, a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising (but, in each case, excluding Excluded Property):

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ENVIROCOOLER, LLC

By: 

Name: Chris Keller

Its: Secretary

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By: _____

Name: _____

Its: _____

[Signature Page to Envirocooler, LLC Patent Security Agreement]

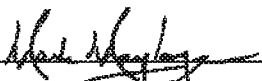
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ENVIROCOOLER, LLC

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By  _____
Its VICE PRESIDENT _____

SCHEDULE 1

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>
Insulated Shipping Container	5,924,302
Insulated Shipping Container	7,028,504 B2
Insulated Shipping Container	7,225,632 B2

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
N/A	N/A	N/A