

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
Refrigerator Manufacturers, LLC	11/16/2012
RECEIVING PARTY DATA	
Name:	Refrigerator Manufacturers, Inc.
Street Address:	1000 Winter Street, Suite 4300
Internal Address:	c/o J.W. Childs Equity Parties III, L.P.
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6225904
Patent Number:	6525659
CORRESPONDENCE DATA	
Fax Number:	3129847700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-372-2000
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Address Line 1:	227 W. Monroe Street, Suite 4400
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	046068-0033
NAME OF SUBMITTER:	John G. Bisbikis
Total Attachments: 5 source=refrigerator patent security agreement#page1.tif source=refrigerator patent security agreement#page2.tif source=refrigerator patent security agreement#page3.tif source=refrigerator patent security agreement#page4.tif source=refrigerator patent security agreement#page5.tif	

CH \$80.00 6225904

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of November 16, 2012, among REFRIGERATOR MANUFACTURERS, LLC, a California limited liability company ("Grantor"), and REFRIGERATOR MANUFACTURERS, INC., a California corporation ("Secured Party").

WITNESSETH:

WHEREAS, in order to induce Secured Party to extend credit to Grantor, Grantor execute and deliver to Secured Party that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Patent Security Agreement.

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

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

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are enforceable or allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to

Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall promptly give notice in writing to Secured Party, with respect to any new patent application filed with the United States Patent and Trademark Office, provided that such Grantor shall not be required to disclose the exact name of the patent until such patent application becomes public record with the United States Patent and Trademark Office. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new patent applications of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Patent Security Agreement shall continue in effect until all of the Obligations have been indefeasibly paid in full.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, each of the parties hereto have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

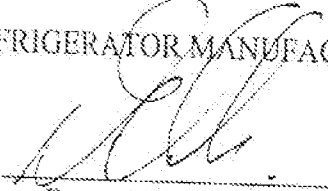
REFRIGERATOR MANUFACTURERS, LLC

By: R. Tony Beal
Name: R. Tony Beal
Title: President

Signature Page to Patent Security Agreement

SECURED PARTY;

REFRIGERATOR MANUFACTURERS, INC.

By: 

Name: Doug Gibbs

Title: President

SCHEDULE I

to

PATENT SECURITY AGREEMENT

REFRIGERATOR MANUFACTURERS, LLC

TITLE	SERIAL NO.	FILING DATE
AUTOMATIC SLIDING DOOR SYSTEM FOR REFRIGERATOR UNIT	6,225,904	05/01/2001
AUTOMATIC SLIDING DOOR SYSTEM FOR REFRIGERATOR UNIT	6,525,659	2/25/2003

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