

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3717443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GLOBAL COOLING, B.V.	01/26/2016
RECEIVING PARTY DATA	
Name:	MIDWEST COMMUNITY DEVELOPMENT FUND IX, L.L.C.
Street Address:	909 POYDRAS STREET
Internal Address:	SUITE 2230
City:	NEW ORLEANS
State/Country:	LOUISIANA
Postal Code:	70112
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	6901845
Patent Number:	6907730
Patent Number:	7075292
Patent Number:	6483207
Patent Number:	7692339
Patent Number:	8011183
Patent Number:	7055321
Patent Number:	7073567
Patent Number:	6549408
Patent Number:	5642622
Patent Number:	6550255
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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PATENT

ATTORNEY DOCKET NUMBER:	43238-152750
NAME OF SUBMITTER:	WILLIAM HOLTZ
SIGNATURE:	/William A. Holtz/
DATE SIGNED:	01/27/2016
Total Attachments: 5 source=GCBV Patent Security Agreement#page1.tif source=GCBV Patent Security Agreement#page2.tif source=GCBV Patent Security Agreement#page3.tif source=GCBV Patent Security Agreement#page4.tif source=GCBV Patent Security Agreement#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), is dated as of January 26, 2016, and is by GLOBAL COOLING, B.V., a Dutch limited company ("Grantor"), in favor of MIDWEST COMMUNITY DEVELOPMENT FUND IX, L.L.C., a Delaware limited liability company ("Lender").

RECITALS

A. Grantor and Lender have entered into a Credit Agreement dated as of the date hereof (as thereafter amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make loans to Grantor's affiliate, Global Cooling, Inc.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each patent license, including, without limitation, each patent license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) 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, including, without limitation, any patent referred to in Schedule 1, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

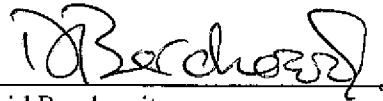
This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Ohio applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GLOBAL COOLING, B.V., a Dutch limited company

By:

A handwritten signature in dark ink, appearing to read "D Berchowitz", written over a horizontal line.

Name: David Berchowitz

Title: Director

Acknowledged:

MIDWEST COMMUNITY DEVELOPMENT
FUND IX, L.L.C., a Delaware limited liability
company

By: Advantage Capital Community Development
Fund, L.L.C., its manager

By: _____

Name: Justin N. Obietz

Title: Authorized Representative

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT OF GLOBAL COOLING, B.V.

PATENT
REEL: 037617 FRAME: 0400

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

1. US patent 6,901,845 issued 6/7/2005.
2. US Patent 6,907,730 issued 6/21/05
3. US Patent 7,075,292 issued 7/11/2006
4. US patent 6,483,207 issued 11/19/02.
5. US Patent 7,692,339 issued April 6, 2010
6. U.S. patent 8,011,183 filed August 9, 2007. Issued September 6, 2011
7. US patent 7,055,321, issued 6/6/2006.
8. US patent 7,073,567 B2 issued 7/11/2006
9. US patent 6,549,408 issued 4/15/03
10. US Patent 5,642,622 issued 7/1/1997
11. US patent 6,550,255 issued 4/22/2003