PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4368458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
COOLIT SYSTEMS INC.	11/07/2012

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	200 BAY STREET, SUITE 2210, SOUTH TOWER
Internal Address:	ROYAL BANK PLAZA, P.O. BOX 61
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5J 2J2

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	9603284
Patent Number:	9534852
Patent Number:	9496200
Patent Number:	9057567
Patent Number:	9052252
Patent Number:	8668476
Application Number:	15354982
Application Number:	15351362
Application Number:	15263210
Application Number:	14777510
Application Number:	14924686
Application Number:	14217080
Patent Number:	6529376

CORRESPONDENCE DATA

Fax Number: (734)930-2494

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.

Phone: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: SUSAN M. KORNFIELD - BODMAN PLC
Address Line 1: 201 SOUTH DIVISION, SUITE 400
Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/Susan M. Kornfield/
DATE SIGNED:	04/14/2017

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of November 7, 2012, between **COOLIT SYSTEMS INC.**, a corporation existing under the Business Corporations Act *(Alberta)* ("Grantor"), and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated of even date herewith, as may be amended, restated, replaced and supplemented from time to time (the "Loan Agreement").

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used herein are used as defined in the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

CoolIt Systems Inc.
3920 - 29th St. NE
Calgary, AB
T1Y 6B6
Fax: (403) 710-8306

Grantor:

COOLIT SYSTEMS INC.

By: ______________________
Name: Geoff Lyon
Title: CEO & CTO

Address:

Comerica Bank
200 Bay Street
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2
Attn: ______________________
Fax: 416-367-2460

Bank:

COMERICA BANK

By: ______________________
Name: ______________________
Title: ______________________

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

CoolIt Systems Inc.,

Fax:

Grantor:

COOLIT SYSTEMS INC.

By: ______________________

Name: ______________________

Title: ______________________

Address:

Comerica Bank
200 Bay Street
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2
Attn: ______________________
Fax: 416-367-2460

Bank:

COMERICA BANK

By: ______________________

Name: Robert Rosen

Title: Vice president

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

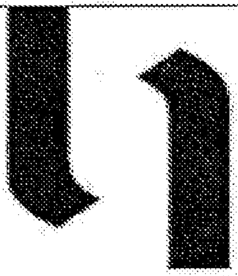
Title	App. No.	Filing Date	Reg. No.	Date Granted
Adjustable mounting bracket for a computer component	12/646490	12/23/09	8,120,919	2/21/12
Computer cooling system with preferential cooling device selection	11/969766	1/4/08	7,991,515	8/2/11
Integrated liquid cooling unit for computers	11/701213	2/1/07	7,934,540	5/3/11
Thermosiphon for laptop computers comprising a boiling chamber with a square wave partition	11/904115	9/26/07	7,770,632	8/10/10
Computer cooling apparatus	10/483500	7/15/02	7,739,883	6/22/10
High performance compact thermosiphon with integrated boiler plate	11/731204	3/30/07	7,650,928	1/26/10
Integrated liquid cooled heat sink for electronic components	11/153107	6/15/05	7,604,040	10/20/09
Impingement cooled heat sink with low pressure drop	11/439042	5/23/06	7,597,135	10/6/09
Orientation insensitive compact thermosiphon with a remote auxiliary condenser	11/434645	5/16/06	7,520,317	4/21/09

Title	App. No.	Filing Date	Reg. No.	Date Granted
Compact modular CPU cooling unit	11/448591	6/7/06	7,467,657	12/23/08
Microchannel heat sink	11/333655	1/17/06	7,331,378	2/19/08
Computer cooling apparatus	10/757493	1/15/04	7,174,738	2/13/07
Liquid cooled thermosiphon with flexible coolant tubes	11/040321	1/21/05	7,077,189	7/18/06
Heat sink	10/710792	8/3/04	6,971,243	12/6/05
Computer cooling apparatus	10/025846	12/26/01	6,725,682	4/27/04
High performance pin fin heat sink for electronics cooling	10/079214	2/20/02	6,591,897	7/15/03
Ultra high fin density heat sink for electronics cooling	09/908327	7/18/01	6,422,307	7/23/02
Computer device mounting clip	29/248900	9/8/06	D582918	12/16/08
Fluid heat exchange systems	13/401618	2/21/12	9,453,691	9/27/16
Air conditioning system control	12/813701	6/11/10	9,055,697	6/9/15
Fluid heat exchanger	12/189476	8/11/08	8,746,330	6/10/14
Pump expansion vessel	11/745932	5/8/07	8,382,456	2/26/13
Fluid heat exchanger configured to provide a split flow	14/283163	5/20/14	9,603,284	3/21/17

Title	App. No.	Filing Date	Reg. No.	Date Granted
Mounting system for fluid heat exchange systems	14/080541	11/14/13	9,534,852	1/3/17
Modular heat-transfer systems	13/559340	7/26/12	9,496,200	11/15/16
Fluid heat exchange systems	14/183443	2/18/14	9,057,567	6/16/15
Sensors, communication techniques, and related systems	14/210165	3/13/14	9,052,252	6/9/15
Pump expansion vessel	13/776673	2/25/13	8,668,476	3/11/14
Flow-path controllers and related systems	15/354982	11/17/16	n/a	n/a
Modular heat-transfer systems	15/351362	11/14/16	n/a	n/a
Fluid heat exchange systems	15/263210	9/12/16	n/a	n/a
Sensors, multiplexed communication techniques, and related systems	14/777510	3/14/14	n/a	n/a
Fluid heat exchange systems	14/924686	10/27/15	n/a	n/a
Manifolded heat exchangers and related systems	14/217080	3/17/14	n/a	n/a
System processor heat dissipation	09/922380	8/3/01	6,529,376	3/4/03

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
COOLIT	78/711417	9/12/05	3,274,376	8/7/07
	78/961582	8/28/06	3,520,702	10/21/08