

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4698994

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
GLOBAL COOLING B.V.		11/13/2017
RECEIVING PARTY DATA		
Name:	PACIFIC WESTERN BANK	
Street Address:	406 BLACKWELL STREET	
Internal Address:	SUITE 240	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27701	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Patent Number:	8011183	
Patent Number:	7692339	
Patent Number:	7171811	
Patent Number:	7075292	
Patent Number:	7073567	
Patent Number:	7055321	
Patent Number:	6907730	
Patent Number:	6901845	
Patent Number:	6701721	
Patent Number:	6550255	
Patent Number:	6549408	
Patent Number:	6483207	
Patent Number:	6422025	
Patent Number:	5642622	
Application Number:	10487210	
Application Number:	10301456	
CORRESPONDENCE DATA		
Fax Number:	(919)354-1278	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919-314-3086
Email: diligencereview@square1bank.com
Correspondent Name: PACIFIC WESTERN BANK
Address Line 1: 406 BLACKWELL STREET
Address Line 2: SUITE 240
Address Line 4: DURHAM, NORTH CAROLINA 27701

NAME OF SUBMITTER:	NICHOLAS NANCE
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SIGNATURE:	/NICHOLAS NANCE-EPD/
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DATE SIGNED:	11/21/2017
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 13, 2017 by and between **PACIFIC WESTERN BANK** ("**Bank**"), and **GLOBAL COOLING B.V.**, a Dutch private limited liability company (the "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and Global Cooling, Inc., a Delaware corporation ("**GC Inc.**") (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and GC Inc. dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

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 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 Intellectual Property Security 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.

This Intellectual Property Security Agreement shall bind and inure to the benefit of the respective successors and permitted assigns under the Loan Agreement of each of the parties and shall bind all persons who become bound as a debtor to the Loan Agreement.

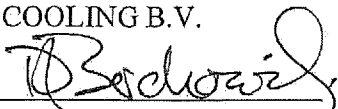
All amendments to or terminations of this Intellectual Property Security Agreement must in writing and signed by both parties; provided however, that the Grantor may update the Exhibits hereto from time to time to reflect additional Patents, Copyrights or Trademarks. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

GLOBAL COOLING B.V.

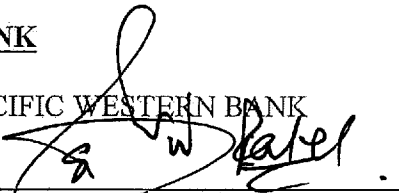
By: 

Name: DAVID M. BERCHOWITZ

Title: DIRECTOR

BANK

PACIFIC WESTERN BANK

By: 

Name: DHRUV PATEL

Title: VP.

EXHIBIT A
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None.

EXHIBIT B**PATENTS**

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Application/Issue Date</u>
RESONANT STATOR BALANCING OF FREE PISTON MACHINE COUPLES TO LINEAR MOTOR OR ALTERNATOR	US 8,011,183	9/6/2011
STIRLING CYCLE ENGINE	US 7,692,339	4/6/2010
MULTIPLE-CYLINDER, FREE-PISTON, ALPHA CONFIGURED STIRLING ENGINES AND HEAT PUMPS WITH STEPPED PISTONS	US 7,171,811 B1	2/6/2007
APPARATUS FOR DETERMINING FREE PISTON POSITION AND AN APPARATUS FOR CONTROLLING FREE PISTON POSITION	US 7,075,292	7/11/2006
CONDENSER EVAPORATOR AND COOLING DEVICE	US 7,073,567 B2	7/11/2006
SUSPENSION MECHANISM FOR STIRLING CYCLE ENGINE	US 7,055,321	6/6/2006
DISPLACER AND SEAL ASSEMBLY FOR STIRLING CYCLE MACHINES	US 6,907,730	6/21/2005
POROUS RESTRICTOR FOR GAS BEARING	US 6,901,845	6/7/2005
STIRLING ENGINE DRIVEN HEAT PUMP WITH FLUID INTERCONNECTION	US 6,701,721	3/9/2004
STIRLING REFRIGERATION SYSTEM WITH A THERMOSIPHON HEAT EXCHANGER	US 6,550,255	4/22/2003
CPU COOLING DEVICE USING THERMOSIPHON	US 6,549,408	4/15/2003
AUTO-CENTERING LINEAR MOTOR	US 6,483,207	11/19/2002
VIBRATIONALLY ISOLATED STIRLING COOLER REFRIGERATION SYSTEM	US 6,422,025	7/23/2002
REFRIGERATOR WITH INTERIOR MOUNTED HEAT PUMP	US 5,642,622	7/1/1997
REGENERATOR AND FLOW GAS HEAT REGENERATION SYSTEM	Application: 10/487,210	8/30/2004
VIBRATION ABSORBING UNIT	Application: 10/301,456	11/21/2002

EXHIBIT C
TRADEMARKS

None.