

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6296972

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: 1	
Property Type	Number
Patent Number:	4805408
CORRESPONDENCE DATA	
Fax Number:	(919)314-1278
<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>	
Phone:	919-314-3114
Email:	diligencereview@pacwest.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
SIGNATURE:	/NICHOLAS NANCE-JLT/
DATE SIGNED:	09/14/2020
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 be 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.

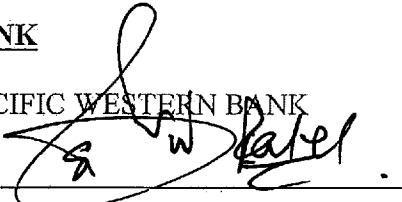
By: 

Name: DAVID M. BERCIKOWITZ

Title: DIRECTOR

BANK

PACIFIC WESTERN BANK

By: 

Name: DHRUB PATEL

Title: VP.

EXHIBIT A
COPYRIGHTS

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
STIRLING ENGINE POWER REGULATION SYSTEM	4,805,408	02/21/1989

EXHIBIT C
TRADEMARKS

None.