

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cincinnati Sub-Zero Products, Inc.		10/31/2006	CORPORATION:

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	0943322	NORM-O-TEMP
Registration Number:	1068469	BLANKETROL
Registration Number:	1234474	MAXI-THERM
Registration Number:	1242682	PLASTIPAD
Registration Number:	1262892	HEMOTHERM
Registration Number:	1357874	MICRO-TEMP
Registration Number:	1520732	ECMO-TEMP
Registration Number:	1646750	TEMP-PAD
Registration Number:	1670786	ELECTRI-COOL
Registration Number:	1709298	WARMAIR
Registration Number:	1753774	STERI-PROBE
Registration Number:	1757600	TROPI-COOL
Registration Number:	1889211	FILTEREDFLO
Registration Number:	2407744	CSZ

OP \$415.00 0943322

Registration Number:	2541581	TUNDRA
Registration Number:	2652663	RATEMASTER

CORRESPONDENCE DATA

Fax Number: (513)977-8141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-977-8623
Email: geof.oberhaus@dinslaw.com
Correspondent Name: Geoffrey L. Oberhaus, Esq.
Address Line 1: 255 East 5th ST
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	36665-1
NAME OF SUBMITTER:	Geoffrey L. Oberhaus
Signature:	/Geoffrey L. Oberhaus/
Date:	01/24/2007

Total Attachments: 5
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 31 2006, by CINCINNATI SUB-ZERO PRODUCTS, INC., an Ohio corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and pursuant to which certain obligations owed to the Lender are secured.

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

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Lender, a security interest in all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

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

- (1) each trademark and trademark application of grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");


- (4) each patent and patent application of grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license of grantor, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent of grantor, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement.

[signature page follows]


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

CINCINNATI SUB-ZERO PRODUCTS,
INC., an Ohio corporation

By: 
Name: Steven J Berke
Title: President/CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Lender

By: 
Name: Shawn Masterson
Title: Assistant Vice President

11-05-2003
102964944

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 003467 FRAME: 0367

Schedule 1

INTELLECTUAL PROPERTY
OWNED BY CSZ

REGISTERED TRADEMARKS

NORM-0-TEMP	943,322	9/19/1972	maintain patient temperature	
BLANKETROL	1,068,469	6/28/1977	hyper-hypothermia machine	
MAXI-THERM	1,234,474	4/12/1983	plastic disposable hyper-hypothermia blankets	
PLASTIPAD	1,242,682	6/21/1983	plastic hyper-hypothermia blankets	
HEMOTHERM	1,262,892	1/3/1984	cooler-heater unit	
MICRO-TEMP	1,357,874	9/3/1985	therapy unit	
ECMO-TEMP	1,520,732	1/17/1989	medical equipment	
TEMP-PAD	1,646,750	6/4/1991	medical equipment	
ELECTRI-COOL	1,670,786	12/31/1991	thermal therapy apparatus	
WARMAIR	1,709,298	8/18/1992	heat conveyance articles	
STERI-PROBE	1,753,774	2/23/1993	temperature measuring devices	
TROPI-COOL	1,757,600	3/9/1993	hyper-hypothermia machine	
FILTEREDFLO	1,889,211	4/11/1995	hyperthermia blankets	
CSZ	2,407,744	11/28/2000	house mark	
TUNDRA	2,541,581	2/19/2002	Controlled environment chambers	10 yr
RATEMASTER	2,652,663	11/19/2002	dual mode refrigeration system	10 yr

Schedule 2

INTELLECTUAL PROPERTY
OWNED BY CSZ

PATENTS

NATURE OF INTEREST	REGISTERED PATENT NO.	ISSUE DATE	COUNTRY OF ISSUE
OWNER, Liquid Therapy Pad	Des. 383,546	9/9/1997	USA
OWNER, Liquid Circulating Thermal therapy system	4,844,072	7/4/1989	USA
OWNER, Configures Pad for Therapeutic cooling effect	5,086,771	2/11/1992	USA
OWNER, Convective Hyperthermia Article	5,165,400	11/24/1992	USA
OWNER, Hyper-Hypothermia blanket with filtration properties	5,304,213	4/19/1994	USA
OWNER, Cold Therapy System with Intermittent Fluid Pumping for temperature control	5,476,489	12/19/1995	USA
OWNER, Cold Therapy System with Intermittent Fluid Pumping for temperature control	5,647,051	7/8/1997	USA
OWNER, Cold Therapy Device	5,948,012	9/7/1999	USA
OWNER, Cooltemp design patent, Therapeutic pad	Des. 340,526	10/19/1993	USA
OWNER, Multiple wavelength metal vapor Laser system for medical application	6,162,213	12/19/2000	USA
Solid state Laser frequency conversion system and method	5,066,291	11/19/91	USA