

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RECORDATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Refrigerator Manufacturers, Inc.		05/11/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	200 Bay Street		
City:	Toronto		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2676871	RMI	
Registration Number:	2575604	ECON/O/COLD	
Registration Number:	2550128	ECON/O/GLIDE	
CORRESPONDENCE DATA			
Fax Number:	(212)554-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-554-7892		
Email:	ecorradino@mosessinger.com		
Correspondent Name:	Elizabeth A. Corradino, Esq.		
Address Line 1:	405 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10011		
ATTORNEY DOCKET NUMBER:	08135-150 (IPSA)		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$90.00 2676871

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Jonathan Albrink
Signature:	/jonathan albrink/
Date:	08/15/2007

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented, or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of May 11, 2007, is made by REFRIGERATOR MANUFACTURERS, INC., a California corporation (the “**Debtor**”) in favor of ROYAL BANK OF CANADA as Agent (as defined in the Credit Agreement referred to below).

WHEREAS, Coldmatic Refrigeration Products Corp. (the “**Borrower**”), a Nova Scotia unlimited company, Coldmatic Building Systems Corp. and Coldmatic Products International, LLC, each as a guarantor, the Agent, each of the financial institutions and other entities from time to time party thereto, as lenders (the “**Lenders**”) and Royal Bank of Canada, as arranger, have entered into the Credit Agreement dated as of July 29, 2005, as amended by that certain First Amendment to Credit Agreement dated as of September 1, 2006 (as further amended, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”). Subject to the terms and conditions of the Credit Agreement, the Lenders have agreed to make certain credit facilities (the “**Credit Facilities**”) available to the Borrower.

WHEREAS, as a condition to continuing to make the Credit Facilities available to the Borrower, Refrigerator Manufacturers, Inc. (the “**Debtor**”) has executed and delivered the U.S. Security Agreement dated May 11, 2007 made by the Debtor in favor of the Agent (as amended, supplemented, or otherwise modified from time to time, the “**U.S. Security Agreement**”).

WHEREAS, under the terms of the U.S. Security Agreement, the Debtor has granted to the Agent a security interest in, among other property, certain intellectual property of the Debtor and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, including without limitation, any domestic or federal government, any federal, provincial, state, territorial or municipal government and any executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government (each a “**Governmental Authority**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and to all of the Debtor’s right, title and interest in and to the following (the “**Collateral**”):

(i) all United States, international and foreign patents, patent applications and patent licenses set forth in *Schedule A* hereto (as such *Schedule A* may be supplemented from time to time by supplements to the U.S. Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of *Exhibit 2* to the U.S. Security Agreement (an “**IP Security Agreement Supplement**”) executed and delivered by the Debtor to the Agent from time to time), together with all reissues, divisions, continuations, continuations-

in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”);

(ii) all United States, international and foreign trademarks and service mark registrations, applications, and licenses set forth in *Schedule B* hereto (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions (as such *Schedule B* may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Agent from time to time) (the “**Trademarks**”);

(iii) all United States, international and foreign copyrights, whether registered or unregistered, including, without limitation, the United States and foreign copyright registrations and applications and copyright licenses set forth in *Schedule C* hereto (as such *Schedule C* may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Agent from time to time) (the “**Copyrights**”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all Proceeds and products of any of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Debtor under this IP Security Agreement secures the payment of all Obligations now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Debtor to the Agent under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the U.S. Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the

U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

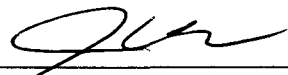
SECTION 6. **Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings therefor as set forth in the U.S. Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

REFRIGERATOR MANUFACTURERS, INC., a
California corporation

By: 
Name: J. C. Tough
Title: VP Finance

Address for Notices:

8500 Keele Street
Concord, Ontario
L4K 2A6

ACCEPTED AND AGREED:

ROYAL BANK OF CANADA, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

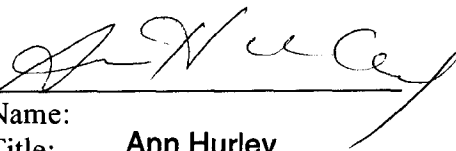
REFRIGERATOR MANUFACTURERS, INC., a
California corporation

By: _____
Name:
Title:

Address for Notices:

ACCEPTED AND AGREED:

ROYAL BANK OF CANADA, as Agent

By: 
Name:
Title: **Ann Hurley**
Manager, Agency

Schedule A

Patents

UNITED STATES:

<u>Patents</u>	<u>Registration No.</u>
Automatic Sliding Door System for Refrigerator Unit	US 6,525,659
Automatic Sliding Door System for Refrigerator Unit	US 6,225,904

FOREIGN JURISDICTIONS:

<u>Patents</u>	<u>Registration No.</u>
NONE	

Schedule B

Trademarks

<u>Trademarks, Trade Names and Service Marks</u>	<u>Registration No.</u>
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RMI	2,676,871
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ECON/O/COLD	2,575,604
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ECON/O/GLIDE	2,550,128
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<u>Trademarks, Trade Names and Service Marks</u>	<u>Registration No.</u>
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NONE	
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Schedule C

Copyrights

None.