

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |                                     |                       |                       |
|--|-------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>  |                                     | NEW ASSIGNMENT        |                       |
| <b>NATURE OF CONVEYANCE:</b>   |                                     | SECURITY INTEREST     |                       |
| <b>CONVEYING PARTY DATA</b>  |                                     |                       |                       |
| <b>Name</b>  | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>    |
| GLACIER BAY, INC.  |                                     | 04/14/2010            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>  |                                     |                       |                       |
| <b>Name:</b>   | TRIPLEPOINT CAPITAL LLC             |                       |                       |
| <b>Street Address:</b>   | 2755 SAND HILL ROAD                 |                       |                       |
| <b>City:</b>   | MENLO PARK                          |                       |                       |
| <b>State/Country:</b>  | CALIFORNIA                          |                       |                       |
| <b>Postal Code:</b>  | 94025                               |                       |                       |
| <b>Entity Type:</b>  | LIMITED LIABILITY COMPANY: DELAWARE |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>   |                                     |                       |                       |
| <b>Property Type</b>   | <b>Number</b>                       | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>  | 78197773                            | GLACIER BAY           |                       |
| <b>Serial Number:</b>  | 78197775                            | OSSA POWERLITE        |                       |
| <b>Serial Number:</b>  | 77101162                            | CLIMACAB              |                       |
| <b>CORRESPONDENCE DATA</b>   |                                     |                       |                       |
| <b>Fax Number:</b>   | (415)591-1400                       |                       |                       |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                     |                       |                       |
| <b>Phone:</b>  | (415) 591-1000                      |                       |                       |
| <b>Email:</b>  | tsien@winston.com                   |                       |                       |
| <b>Correspondent Name:</b>   | Ted Sien                            |                       |                       |
| <b>Address Line 1:</b>   | 101 California Street, Suite 3900   |                       |                       |
| <b>Address Line 2:</b>   | Winston & Strawn LLP                |                       |                       |
| <b>Address Line 4:</b>   | San Francisco, CALIFORNIA 94111     |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 250121.1 GLACIER BAY                |                       |                       |
| <b>NAME OF SUBMITTER:</b>  | John D. Fredericks, Esq.            |                       |                       |

CH \$90.00 78197773

**900162895**

**TRADEMARK  
 REEL: 004212 FRAME: 0074**

|   |                            |
|---|----------------------------|
| Signature:  | /John D. Fredericks, Esq./ |
| Date:   | 05/24/2010                 |
| <b>Total Attachments: 7</b><br>source=Glacier Bay IP Security Agreement#page1.tif<br>source=Glacier Bay IP Security Agreement#page2.tif<br>source=Glacier Bay IP Security Agreement#page3.tif<br>source=Glacier Bay IP Security Agreement#page4.tif<br>source=Glacier Bay IP Security Agreement#page5.tif<br>source=Glacier Bay IP Security Agreement#page6.tif<br>source=Glacier Bay IP Security Agreement#page7.tif |                            |



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of April 14, 2010 by and between TriplePoint Capital LLC, a Delaware company and GLACIER BAY, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is GLACIER BAY, INC. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and GLACIER Bay, Inc.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of April 14, 2010 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST OF PATENTS

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

Glacier\_Bay\_IP\_Security\_Agt

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: GLACIER BAY, INC.  
Signature: TDDJ  
Print Name: T. Berate Plegen  
Title: VP Finance

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between Glacier Bay, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**PATENTS**

- Pat. No. 5,507,340** Multiple circuit cross-feed refrigerant evaporator for static solutions  
*G. Kevin Alston*
- Pat. No. 5,237,832** Combined marine refrigerating and air conditioning system using thermal storage  
*G. Kevin Alston*
- Pat. No. 7,615,896** Integrated permanent magnet motor and blower  
*G. Kevin Alston*

**PATENT APPLICATIONS**

- #6 Acoustic Insulation System:**  
Application filed 8/3/06. Serial No. 11/498,159  
*G. Kevin Alston*
- #3 Truck HVAC:**  
Application filed 11/15/06. Serial No. 11/560,160  
*Kevin Alston, Machiko Taylor*
- #16 Variable Capacity Evaporator System:**  
Application filed 6/11/07. Serial No. 11/808,469  
*G. Kevin Alston, Machiko Taylor*
- #10 HVAC Air Distribution System:**  
Application filed 6/15/07. Serial No. 11/812,239  
*G. Kevin Alston, Justin Dobbs, Machiko Taylor*
- #22 HVAC Diverter Valve:**  
Application filed 7/3/07. Serial No. 11/822,283  
*G. Kevin Alston, Justin Dobbs, Machiko Taylor*
- #13 Environmental Control and Power System:**  
Application filed 8/17/07. Serial No. 11/892,021  
*G. Kevin Alston*
- #2 Marine Power Generation System:**  
Application filed 10/14/09. Serial No. 12/450,809  
*G. Kevin Alston, Justin Dobbs*
- #23 Battery Management System:**  
Application filed 4/25/08. Serial No. 12/149,095  
*G. Kevin Alston, Justin Dobbs*
- #18 System for Controlling an Electric Propulsion Motor:**  
Application filed 2/12/09.  
Serial No. 12/379,125

*Bruce Nelson, G. Kevin Alston, Justin Dobbs*

**#19 Keel / Rudder-Mounted Propulsion Motor:**

Application filed 4/24/09.  
Serial No. 12/385,974  
*G. Kevin Alston*

**#20 Variable Speed Solar-Powered HVAC:**

Application filed 3/10/09. Serial No. 12/382,195  
*G. Kevin Alston*

**#21 Real-Time Efficiency Monitoring for Marine Vessels:**

Provisional application filed 10/28/08. Serial No. 12/588,754.  
*G. Kevin Alston*

**#25 Truck Heating System:**

Application filed 6/30/08. Serial No. 12/216,175  
*G. Kevin Alston*

**#26 Protection Device for Power Circuit:**

Application filed 2/25/09. Serial No. 12/379,582  
*Ethan Petersen, Justin Dobbs, Elmar Grom*

**#27 Power Generation System:**

Application filed 4/24/08.  
Serial No. 12/081,786.  
*G. Kevin Alston, Justin Dobbs*

**#30 Integrated Truck HVAC System:**

Application filed 1/21/09. Serial No. 12/320,213  
*G. Kevin Alston*

**#33 ECAPS Update:**

Application filed 1/23/09.  
Serial No. 12/320,372.  
*G. Kevin Alston*

**#32 Variable Speed Air Compressing System:**

Serial No. 12/591,902.  
*G. Kevin Alston*

**#34 Truck HVAC Update – Data Logging:**

Application filed 3/18/09.  
Serial No. 12/382,565.  
*Ethan Petersen, G. Kevin Alston*

**#35 Waste Heat / Phase Change Heating System:**

Utility application filed 3/17/10.  
Serial No. 12/659,704

**#36 Truck HVAC Performance Optimization:**

Utility application filed 3/17/10; application no. not yet received

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between Glacier Bay, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARK APPLICATIONS**

78197773  
**Glacier Bay**  
78197775  
**OSSA Powerlite**  
77101162  
**Climacab**



**SCHEDULE C  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Between Glacier Bay, Inc. as You (Grantor)  
And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

| Registration Number | Title | Registration Date | V&A No. |
|---------------------|-------|-------------------|---------|
| None                |       |                   |         |

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

| Title | Date Filed | V&A No. |
|-------|------------|---------|
| None  |            |         |