

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nanocoolers, Inc.		12/09/2002	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, successor by merger to Comerica Bank-California		
Street Address:	333 West Santa Clara St.		
Internal Address:	Nanocoolers Acct. Officer		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	banking corp.: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78606173	NANOCOOLERS	
Serial Number:	78588318	CHILL PILL	
Serial Number:	78606160	NANOCOOLERS	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

CH \$90.00 78606173

Date:

08/31/2005

Total Attachments: 6

source=339502#page1.tif

source=339502#page2.tif

source=339502#page3.tif

source=339502#page4.tif

source=339502#page5.tif

source=339502#page6.tif

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Nanocoolers, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 9, 2002

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

- Yes
 No

Additional names, addresses, or citizenship attached?

Comerica Bank, successor by merger to
Name: Comerica Bank-California

Internal
Address: Attn: Nanocoolers Acct. Officer

Street Address: 333 West Santa Clara St.

City: San Jose

State: CA

Country: USA Zip: 95113

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other banking corp. Citizenship Michigan, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78606173 78588318
78606160

B. Trademark Registration No.(s)

none

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Co., LLC

Internal Address: _____

Street Address: 1030 15th St., NW, Suite 920

City: Washington

State: DC Zip: 20005

Phone Number: 202-783-2700

Fax Number: 202-783-0145

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

August 31, 2005

Date

Julie Cravitz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 9, 2002, by and between COMERICA BANK-CALIFORNIA ("Bank") and NANOCOOLERS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor 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). Bank is willing to make the Loans 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.

B. 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 Grantor and Bank, 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 Schedules 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 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.

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:

NANOCOOLERS, INC.

Address of Grantor:

1801 S. MoPac, Suite 200
Austin, TX 78746

Attn: Chief Executive Officer

By: _____

Title: _____

William Warr
President & CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: _____

Title: _____

Shirley Calhoun
Vice President

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

Description	Publication No./Date	Application No./Date
M/Apparatus and Methodology for Cooling of High Power Density Devices By Electronically Conducting Fluids	20050160752 / 07/28/2005	10763303 / 01/23/2004
E/Monolithic Thin-Film Thermoelectric Device Including Complementary Thermoelectric Materials	20050150539 / 07/14/2005	11020531 / 12/23/2004
E/Thermoelectric Devices	20050150537 / 07/14/2005	10756603 / 01/13/2004
E/Method for Forming a Monolithic Thin-Film Thermoelectric Device Including Complementary Thermoelectric Materials	20050150536 / 07/14/2005	11020861 / 12/23/2004
E/Method for Forming a Thin-Film Thermoelectric Device Including a Phonon-Blocking Thermal Conductor	20050150535 / 07/14/2005	11020836 / 12/23/2004
M/Magnetohydrodynamic Pumps for Non-Conductive Fluids	20040234392 / 11/25/2004	10443186 / 05/22/2003
M/Direct Current Magnetohydrodynamic Pump Configurations	20040234379 / 11/25/2004	10443190 / 05/22/03
M/Cooling of Electronics by Electrically Conducting Fluids	20040182088 / 09/23/2004	10768767 / 01/30/2004
M/Cooling of Electronics by Electrically Conducting Fluids	6708501 / 03/23/2004	10313696 / 12/06/2002
M/Cooling of High Power Density Devices by Electrically Conducting Fluids	6658861 / 12/09/2003	10314018 / 12/06/2002

EXHIBIT C

Trademarks

Description	Serial No.	Filing Date
Nanocoolers	78-606,173	04/11/2005
Nanocoolers	78-606,160	04/11/2005
Chill Pill	78-588,318	03/16/2005

W02-LA:1BJB1\70870322.1