

**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
Mobile Climate Control Industries Inc.		09/13/2005	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Congress Financial Corporation
Street Address:	141 Adelaide Street West, Suite 1500
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 3L5
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2272843	ROTOVANE
Registration Number:	2254231	ROTOVANE
Registration Number:	2261475	R ROTOVANE TECHNOLOGY
Registration Number:	2263563	R ROTOVANE TECHNOLOGY
Registration Number:	2274864	TRANSITUFF
Registration Number:	2250300	TRANSITUFF
Registration Number:	2283773	TRANSITUFF BUILT
Registration Number:	2257776	TRANSITUFF BUILT

**CORRESPONDENCE DATA**

Fax Number: (314)612-7606  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-444-7600  
 Email: kdorsey@lewisrice.com  
 Correspondent Name: Thad N. Leach

OP \$215.00 2272843

Address Line 1: 500 North Broadway, Suite 2000  
Address Line 2: Box IP Department  
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:

CONGRESS FINANCIAL

**DOMESTIC REPRESENTATIVE**

Name: Thad N. Leach  
Address Line 1: 500 North Broadway, Suite 2000  
Address Line 2: Box IP Department  
Address Line 4: St. Louis, MISSOURI 63102

NAME OF SUBMITTER:

Thad N. Leach

Signature:

/thadnleach/

Date:

10/11/2005

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT ("this Agreement"), dated as of September 13, 2005, between Mobile Climate Control Industries Inc. a corporation existing under the laws of Ontario (the "Borrower"), and CONGRESS FINANCIAL CORPORATION (CANADA), an Ontario corporation ("Lender");

### WITNESSETH:

**WHEREAS**, Lender has entered or is about to enter into certain financing arrangements with Borrower pursuant to which Lender may make loans and provide other financial accommodations to Borrower pursuant to an amended and restated loan agreement dated as of September 13, 2005 between the Borrower and the Lender, as the same may be amended, modified, supplemented or replaced from time to time (the "Loan Agreement");

**NOW THEREFORE** in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

### **SECTION 1 DEFINITIONS**

All terms used herein which are defined in the *Personal Property Security Act* ("PPSA") or the Loan Agreement shall have the meanings given therein unless otherwise defined in this Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. All references to Borrower and Lender pursuant to the definitions set forth in the recitals hereto, or any other person herein, shall include their respective successors and assigns. The words "hereof", "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. The word "including" when used in this Agreement shall mean "including, without limitation". References herein to any statute or any provision thereof include such statute or provision as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the Loan Agreement or is cured in a manner satisfactory to Lender, if such Event of Default is capable of being cured as determined by Lender. "Canadian Dollars" and the sign \$ mean lawful money of Canada. "US Dollars" and the sign "US" mean lawful money of the United States of America. For purposes of this Agreement, the following terms shall have the respective meanings given to them below:

### **SECTION 2 GRANT OF SECURITY INTEREST**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations, Borrower hereby mortgages, pledges, hypothecates to Lender, and grants to Lender a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations, recordings and applications with the Canadian Trademarks Office or in any office or agency of Canada or any Province thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto and all reissues, extensions or renewals thereof;
- b) all Trademark licenses and other agreements providing Borrower with the right to use any items described in clause (a), including each Trademark license referred to in Item B of Attachment 1 hereto;
- c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);
- d) the right to sue third parties for past, present and future infringements of any Collateral described in clauses (a) and (b);
- e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present and future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

### **SECTION 3 SECURITY AGREEMENT**

This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest of Lender in the Trademark Collateral with the Canadian Intellectual Property Office and the United States Patent and Patent Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the general security agreement (the "General Security Agreement") dated May 14, 2003 granted by Mobile Climate Control Inc., a predecessor of the Borrower, in favour of Lender. The General Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

### **SECTION 4 RELEASE OF SECURITY INTEREST**

Upon payment in full of all Obligations and the termination of the Loan Agreement, Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

### **SECTION 5 ACKNOWLEDGEMENT**

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which (including

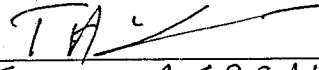
the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6 LOAN DOCUMENT ETC.**

This Agreement is a document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

IN WITNESS WHEREOF Borrower hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

MOBILE CLIMATE CONTROL INDUSTRIES  
INC.

By:   
Name: TAYMOUR EBRAHIM  
Title: President

**TRADEMARK**  
**REEL: 003173 FRAME: 0497**

**ATTACHMENT 1  
(to Intellectual Property Security Agreement)**

**ITEM A**

**List of Trademark Registrations and Applications**

Country	Trademark	Regn. No.	Renewal Date	Appln. Date	Appln. No.
Canada	TRANSITuff Design	TMA498628	2013-08-13	1997-07-10	850434
Canada	RotoVane Design	TMA497686	2013-07-23	1997-07-10	850435
Canada	RotoVane Design		2013-11-23	1997-07-10	850436
Canada	RotoVane Technology and R Design	TMA504485	2013-11-23	1997-07-10	850437
U.S.	RotoVane	2272843	2009-08-24	1997-06-25	75314496
U.S.	RotoVane	2254231	2009-08-24	1997-06-25	75314494
U.S.	RotoVane Technology & Stylized Design	2261475	2009-07-13	1997-06-25	75314867
U.S.	RotoVane Technology & Stylized Design	2263563	2009-07-20	1997-06-25	75314483
U.S.	TRANSITuff	2274864	2009-01-08	1997-06-25	75314868
U.S.	TRANSITuff	2250300	2009-01-08	1997-06-25	75314495
U.S.	TRANSITuff BUILT (Stylized & Design)	2283773	2009-10-05	1997-06-25	75314483
U.S.	TRANSITuff BUILT (Stylized & Design)	2257776	2009-06-29	1997-06-25	75314493
EU	RotoVane	571281	2007-06-19	1997-06-19	571281
EU	RotoVane Technology & Stylized R Design	571315	2007-06-19	1997-06-19	571315
EU	TRANSITuff	567974	2007-06-19	1997-06-19	567974
EU	TRANSITuff BUILT (Stylized & Design)	574376	2007-06-19	1997-06-19	574376
Norway	RotoVane	192195	2008-08-20	1997-06-24	975022
Norway	RotoVane Technology & Stylized R Design	192375	2008-08-27	1997-06-24	975023
Norway	TRANSITuff	192196	2008-08-20	1997-06-24	975024
Norway	TRANSITuff BUILT (Stylized & Design)	192197	2008-08-20	1997-06-24	975025
Australia	RotoVane	737323	2007-06-20	1997-06-20	737323
Australia	RotoVane Technology & Stylized R Design	737319	2007-06-20	1997-06-20	737319
Australia	TRANSITuff	737322	2007-06-20	1997-06-20	737322
Australia	TRANSITuff BUILT (Stylized & Design)	737435	2007-06-24	1997-06-24	737435



**ITEM B**

**List of License Agreements**

**Nil**

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*Intellectual Property Security Agreement - 2005  
Execution Copy*