

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Shelters of Texas, S.B., Ltd.		11/30/2006	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Port-A-Cool, L.L.C.
Street Address:	100 Crescent Ct.
Internal Address:	Suite 1700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2637858	GENERAL SHELTERS
Registration Number:	2275868	KUUL
Registration Number:	2328143	MOD-U-CELL
Registration Number:	2158474	PORT-A-COOL
Registration Number:	2514195	PORT-A-COOL
Registration Number:	2514196	PORT-A-COOL

CORRESPONDENCE DATA

Fax Number: (214)999-1506
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2149691700
 Email: deborah.lively@tklaw.com
 Correspondent Name: Deborah L. Lively, Thompson & Knight LLP
 Address Line 1: 1700 Pacific Avenuet
 Address Line 2: Suite 3300

CH \$165.00 2637858

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 510615.000003

NAME OF SUBMITTER: Deborah L. Lively

Signature: /deborah l. lively/

Date: 09/06/2007

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of November 30, 2006 (the "Effective Date"), is made by and between General Shelters of Texas, S.B., Ltd., a Texas limited partnership ("Assignor") and Port-A-Cool, L.L.C., a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used and in certain cases registered or applied for registration of certain trademarks and service marks used in connection with Assignor's business, including without limitation, those listed on Exhibit A to this Agreement (collectively, the "Marks");

WHEREAS, Assignor currently owns all rights, title and interest in and to the Marks;

WHEREAS, in connection with that certain Contribution, Purchase, and Sale Agreement entered into and effective as of November 30, 2006 (the "Contribution Agreement"), Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

WHEREAS, Assignee is a successor to Assignor's business, or portion of the business to which the marks pertain, and such business is ongoing and existing;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties acknowledge and agree that Assignee has purchased and is a successor to Assignor's business, or portion of the business to which the marks pertain, and such business is ongoing and existing.

2. Pursuant to the Contribution Agreement, Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

3. Assignor agrees, at Assignor's expense (including, without limitation, the payment of all reasonable and related attorneys' fees), to prepare, execute and deliver all other agreements, confirmations of assignment, and documents as may be reasonably necessary in Assignee's opinion to effectuate the assignment of the Marks and to satisfy the intent set forth in this Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

[Intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

GENERAL SHELTERS OF TEXAS, S.B., LTD.

By: *Keith L. Campbell* *Management L.L.C.*
its general partner

By: *Keith L. Campbell*
Name: *Keith L. Campbell*
Title: *President / Site Member*

PORT-A-COOL, L.L.C.

By: *G.T. Barden*
G.T. Barden, President

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared *Keith L. Campbell* and *G.T. Barden*, known to me to be the persons whose names are subscribed to the foregoing instrument, and each has acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this *30th* day of *November*, 2006.

Michele Maberry
Notary Public, State of Texas

My Commission Expires _____



EXHIBIT A TO TRADEMARK ASSIGNMENT AGREEMENT

PORT-A-COOL	Argentina	1,792,038 05/02/2000	2,182,656 10/22/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Bolivia	77266-C 02/21/00	77266-C 02/21/00	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Brazil	821260383 04/23/02	821.260.383 12/10/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Canada	529,777 06/27/00	889,634 09/08/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Chile	688,894 07/14/03	436,022 12/21/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use.
KŪŪL	China		5,337,452 05/09/06	Evaporative cooling media, namely, filters and pads, for use with evaporative cooling units
PORT-A-COOL	China		77266-C	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Egypt	119859 6/30/02	119859 05/12/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	European Community	000921676 02/22/00	000921676 09/04/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Japan	4384040 05/19/00	HEI.10-90642 10/20/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Kuwait	39247 10/15/03	42913 04/18/99	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Mexico	599,793 01/29/99	355,143 11/24/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use

PORT-A-COOL	Mexico		528,931 01/22/02	Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.
PORT-A-COOL	Nicaragua	42,915 02/03/00	083593 11/02/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Nigeria	65684 11/06/1998	38365 10/22/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Saudi Arabia	546/51 10/28/00	47268 12/21/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Singapore	T98/12998B 05/30/01	12998/98 12/30/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	South Korea	460044 12/03/99	98-27440 10/22/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
PORT-A-COOL	Taiwan	903246 09/01/00	87050734 10/19/98	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use
GENERAL SHELTERS & DESIGN	United States	2,637,858 10/22/02	75/574,392 10/21/98	Water treatment products for the prevention of algae, fungi, and bacteria in evaporative cooling systems, in Class 1; portable and prefabricated buildings constructed of metal and non-metal materials; portable and permanent metal covers for cars, boats, recreational vehicles, industrial equipment and other types of equipment, in Class 6; light filters for total light elimination, in Class 9; evaporative cooling media, namely, filters and pads, for use with evaporative cooling units, in Class 11; cargo and utility trailers, in Class 12; evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, in Class 21, providing manufacturing services for others in the field of resin curing for the treatment of evaporative cooling media, in Class 40.
KÜÜL	United States	2,275,868 09/07/99	75/490,300 05/10/98	Evaporative cooling media, namely, filters and pads; for use with evaporative cooling units

MOD-U-CELL	United States	2,328,143 03/14/2000	75/519,392 07/14/98	Evaporative cooling systems
PORT-A-COOL	United States	2,158,474 05/19/98	75/230,010 01/23/97	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, in Class 11
PORT-A-COOL DESIGN	United States	2,514,195 12/04/2001	75/909,920 02/04/2000	Evaporative cooling units for industrial, entertainment, commercial, domestic and agricultural use, and manuals for use therewith, sold as a unit, in Class 11
PORT-A-COOL DESIGN	United States	2,514,196 12/04/01	75/909,923 02/04/2000	Retail store services featuring evaporative cooling units; providing retail services featuring evaporative cooling units by means of a global computer network, in Class 35