

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foremost in Packaging Systems, Inc.		01/28/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Envirocooler, LLC
Street Address:	Lifoam Industries, LLC
Internal Address:	235 Schilling Circle, Suite 111
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21031
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2972144	AIR-LOCK
Registration Number:	3513553	AIR-LOCKER
Registration Number:	2972145	BIOSPHERE
Registration Number:	2972143	CONVECTION-ENGINE
Registration Number:	2949321	CRYOSPHERE
Serial Number:	77170197	ENVIROCOOLANT
Registration Number:	2044159	ENVIROCOOLER
Registration Number:	2371417	ICE-LOCKER

CORRESPONDENCE DATA

Fax Number: (410)234-2378
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (410) 347-8700
 Email: jmorales@wtplaw.com

CH \$215.00 2972144

Correspondent Name: Joseph L. Morales
Address Line 1: Whiteford, Taylor & Preston
Address Line 2: Seven Saint Paul Street
Address Line 4: Baltimore, MARYLAND 21202-1636

ATTORNEY DOCKET NUMBER:	008902/1
NAME OF SUBMITTER:	Joseph L. Morales
Signature:	/Joseph L. Morales/
Date:	02/02/2009

Total Attachments: 10

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS, Foremost in Packaging Systems, Inc., a California corporation ("Assignor"), having a principal place of business at 5381 McFadden Avenue, Building 101, Huntington Beach, California, 92649, is the owner of all right, title and interest in and to the Intellectual Property (as defined below), including but not limited to those patents and trademarks set forth in Schedule A attached hereto and incorporated herein by reference; and

WHEREAS, Envirocooler, LLC, a Delaware limited liability company or its nominee(s) ("Assignee"), having a principal place of business at Lifoam Industries, LLC, 235 Schilling Circle, Suite 111, Hunt Valley, Maryland 21031, the successor to that portion of the ongoing and existing business of Assignor to which the Intellectual Property pertains, is desirous of acquiring the entire right, title and interest in and to the Intellectual Property;

WHEREAS, "Intellectual Property" means all intellectual property rights and interests (including common law rights and interests) owned, held or used by the Assignor in connection with the Assignor's existing business (including but not limited to rigid, polyurethane foam containers, gel, and related products and services); potential business (including but not limited to EPS foam containers, temperature monitoring devices, and related products); and all temperature sensitive product packaging (and related products and services) for the pharmaceutical and life sciences industry, as well as any other packaging and related products and services supplied by Assignor; including, without limitation:

- (a) all intellectual property developed or created by the Assignor;
- (b) patents, copyrights, trademarks, service marks, registered designs, domain names, circuit layouts, symbols and logos;
- (c) patent applications, design applications; trademark applications, and any divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, and extensions thereof;
- (d) technical information; and
- (e) licences or similar user rights concerning any such rights and interests;

NOW, THEREFORE, for one dollar (US \$1.00) or equivalent and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE (to the extent so assignable) the entire right, title and interest in and to the Intellectual Property, including the right to take action for any infringements that occurred prior to or after the date of this Assignment.

The Assignor hereby authorizes and requests any relevant authority, and such officials in foreign countries as are duly authorized by their laws, to issue any and all certificates of registration in relation to any of the Intellectual Property to the Assignee as the owner of the entire interest, for the sole use of the said Assignee, its permitted successors, assigns and legal representatives, or to issue other documents as appropriate to record the Assignee as owner of the Intellectual Property.

The Assignor hereby warrants and undertakes that it will forthwith sign, upon request made by the Assignee, any further documentation that may be required to record the Assignee as the owner of the Intellectual Property. The Assignor further

agrees, at the expense of the Assignee, to cooperate with the Assignee in obtaining and sustaining any or all rights to the Intellectual Property.

The Assignor further agrees to communicate to the Assignee or its representatives any facts known to the Assignor respecting the Intellectual Property, and at the expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, execute all division, continuation, continuation-in-part, substitution, reissue, reexamination, and extension applications, execute all necessary assignment papers to cause any and all certificates of registration, letters patent, and other documents of title to the Intellectual Property to be issued to the Assignee, make all rightful oaths and generally to do everything necessary or desirable to aid the Assignee, its successors and assigns, to obtain and enforce proper protection for the Intellectual Property in the United States and in any and all foreign countries and territories.


This Assignment shall be binding upon the undersigned's legal representatives.

DATED: January __, 2009

[Signature pages follow]

Assignor:

Foremost In Packaging Systems, Inc. by

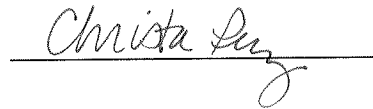


Rodney M. Derifield, President

Witness



Witness



Assignee:

Envirocooler, LLC by

Witness

Witness

Assignment of IP Rights

STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

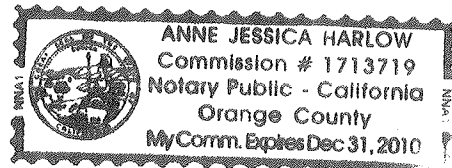
On January 28, 2009 before me, Anne Jessica Harlow,
personally appeared Rodney M. Sherfield
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity, and that by his/her/their
signature on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A. J. Harlow



Assignment of IP Rights – Notarial Acknowledgment (Assignor)

Assignor:

Foremost In Packaging Systems, Inc. by

Rodney M. Derifield, President

Witness

Witness

Assignee:

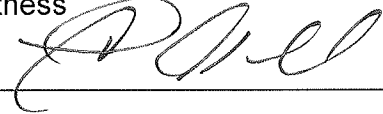
Envirocooler, LLC by



Witness



Witness



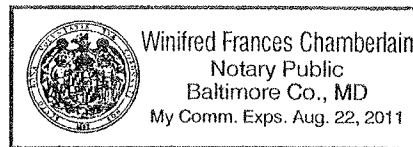
Assignment of IP Rights

On this 29TH day of JANUARY 2009, before me, a Notary Public, appeared JOHN CANTLIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Winifred Frances Chamberlain
Notary Public

STATE OF Maryland
CITY/COUNTY OF Baltimore



Assignment of IP Rights – Notarial Acknowledgment (Assignee)

SCHEDULE A

PATENTS AND TRADEMARKS

(attached)

cm number	Country	Status	Title	Appl. No.	Filing Date	Patent No.	Issue Date	Next Action	Due Date	Expiration Date*
13368.4001	US	Granted	Insulated Shipping Containers	08/826275	27-Mar-1997	5924302	20-Jul-1999	TAX 11.5	20-Jan-2011	27-Mar-2017
13368.4002	US	Granted	Insulated Shipping Containers	10/886310	07-Jul-2004	7028504	18-Apr-2006	Tax 3.5	18-Oct-2009	07-Jul-2023
13368.4003	US	Granted	Insulated Shipping Containers	11/283155	18-Nov-2005	7225632	05-Jun-2007	Tax 3.5	05-Dec-2010	07-Jul-2024
13368.4004	US	Pending	Insulated Shipping Container	11/739564	24-Apr-2007					07-Jul-2024
13368.4001	UK	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Switzerland	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Sweden	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Spain	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Russia	Granted	Insulated Shipping Containers	99122698	25-Mar-1998	2192589	10-Nov-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4002	Russia	Pending	Insulated Shipping Containers	2006103357	07-Jul-2004					07-Jul-2024
13368.4001	New Zealand	Granted	Insulated Shipping Containers	337939	25-Mar-1998	337939	12-Jul-2001	Annuity	25-Mar-2008	25-Mar-2018
13368.4002	New Zealand	Pending	Insulated Shipping Containers	544134	07-Jul-2004			Acceptance	24-Oct-2008	07-Jul-2024
13368.4001	Netherlands	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Mexico	Granted	Insulated Shipping Containers	1999/008870	25-Mar-1998	215863	15-Aug-2003	Annuity	25-Mar-2008	25-Mar-2018
13368.4002	Mexico	Granted	Insulated Shipping Containers	2006/000301	07-Jul-2004	252681	17-Dec-2007	Annuity	07-Jul-2012	07-Jul-2024
13368.4001	Luxembourg	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Japan	Pending	Insulated Shipping Containers	546011/1998	25-Mar-1998			Annuity	25-Mar-2008	25-Mar-2018
13368.4002	Japan	Pending	Insulated Shipping Containers	2006-518954	07-Jul-2004					07-Jul-2024
13368.4001	Italy	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Ireland	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Hong Kong	Granted	Insulated Shipping Containers	104056.3	25-Mar-1998	HK1024945	20-Sep-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Germany	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	69805784.8	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	France	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018

13368.4001	Europe	National	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4002	Europe	Pending	Insulated Shipping Containers	4756876.1	07-Jul-2004			Annuity	07-Jul-2008	07-Jul-2024
13368.4001	China	Granted	Insulated Shipping Containers	98804322.X	25-Mar-1998	ZL9880432.X	25-Feb-2004	Annuity	25-Mar-2008	25-Mar-2018
13368.4002	China	Pending	Insulated Shipping Containers	2.0048E+11	07-Jul-2004					07-Jul-2024
13368.4001	Canada	Granted	Insulated Shipping Containers	2284291	25-Mar-1998	2284291	31-Jan-2006	Annuity	25-Mar-2008	25-Mar-2018
13368.4002	Canada	Pending	Insulated Shipping Containers	2531583	07-Jul-2004			Annuity	07-Jul-2008	07-Jul-2024
13368.4001	Brazil	Granted	Insulated Shipping Containers	P19807891-7	25-Mar-1998	P19807891-7	25-Oct-2005	Annuity	25-Mar-2008	25-Mar-2018
13368.4002	Brazil	Pending	Insulated Shipping Containers	P104123000	07-Jul-2004			Annuity	07-Jul-2008	07-Jul-2024
13368.4001	Belgium	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Austria	Granted	Insulated Shipping Containers	98913181.8	25-Mar-1998	EP0970335	05-Jun-2002	Annuity	25-Mar-2008	25-Mar-2018
13368.4001	Australia	Issued	Insulated Shipping Containers	67793/98	25-Mar-1998	724209	11-Jan-2001	Annuity	25-Mar-2008	25-Mar-2018
13368.4002	Australia	Pending	Insulated Shipping Containers	2004257250	07-Jul-2004			Exam	20-May-2008	07-Jul-2024

Patents*

Trademarks**

13368.6003	US	Registered	AIR-LOCK	76/540958	29-Aug-2003	2972144	19-Jul-2005	8 & 15	19-Jul-2011	19-Jul-2015
13368.6008	US	Published	AIR-LOCKER	77/210886	20-Jun-2007	2972144		SOU	19-Aug-2008	
13368.6002	US	Registered	BIOSPHERE	76/540963	29-Aug-2003	2972145	19-Jul-2005	8 & 15	19-Jul-2011	19-Jul-2015
13368.6004	US	Registered	CONVECTION-ENGINE	76/540957	29-Aug-2003	2972143	19-Jul-2005	8 & 15	19-Jul-2011	19-Jul-2015
13368.6006	US	Registered	CRYOSPHERE	76/554413	27-Oct-2003	2949321	10-May-2005	8 & 15	10-May-2011	10-May-2015
13368.6007	US	Pending	ENVIROCOOLANT	77/170197	01-May-2007			Response	04-Aug-2008	
13368.6001	US	Registered	ENVIROCOOLER	74/537679	14-Jun-1994	2044159	11-Mar-1997			11-Mar-2017
13368.6005	US	Registered	ICE-LOCKER	75/264909	27-Mar-1997	2371417	25-Jul-2000			25-Jul-2010

*Patents expire 20 years from the earliest filing date, subject to the payment of period annuities

**Trademarks are renewal for 10 years periods indefinitely, assuming the mark is being used in commerce