

**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
Envirocooler, LLC		02/02/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	American Capital Financial Services, Inc
Street Address:	2 Bethesda Metro Center
Internal Address:	Attn: Brett Hyman
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

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

**CORRESPONDENCE DATA**

Fax Number: (301)654-6714  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3018411359  
 Email: brett.hyman@americancapital.com  
 Correspondent Name: American Capital, Ltd.  
 Address Line 1: 2 Bethesda Metro Center  
 Address Line 2: Attn: Brett Hyman

OP \$165.00 2972144

Address Line 4: Bethesda, MARYLAND 20814

NAME OF SUBMITTER:

Brett Hyman

Signature:

/Brett Hyman/

Date:

03/03/2009

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of February 2, 2009, by Envirocooler, LLC (“New Grantor”), in favor of American Capital Financial Services, Inc. (“ACFS”), as agent for the Secured Party (as defined in the Security Agreement referred to below) (in such capacity, the “Agent”).

### RECITALS:

A. Lifoam Holdings, Inc. (“Parent”), Lifoam Acquisitions, Inc. (“Holdings”), Lifoam Industries, LLC (“Borrower”), and Lifoam Packaging Solutions, LLC (“Solutions”, together with Parent, Holdings, and Borrower, the “Original Grantors”), and Agent are parties to that certain Security Agreement dated as of June 15, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms not otherwise defined herein have the respective meanings given to them in the Security Agreement), entered into in connection with that certain Note and Equity Purchase Agreement dated as of June 15, 2004, among Original Grantors, the Purchasers (as defined therein) and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”);

B. Borrower has formed New Grantor to acquire certain assets as described in an Asset Purchase Agreement, dated January 30, 2009, by and among Borrower, New Grantor, Foremost In Packaging Systems, Inc., 3-D Foam, Inc., Robert C. Derifield, Mary Derifield and Rodney M. Derifield (the “Asset Purchase”);

C. In connection with the Asset Purchase, the Original Grantors, New Grantor, Agent and the Purchasers under the Purchase Agreement have, on even date herewith, entered into a Third Amendment to the Purchase Agreement (the “Third Amendment”), pursuant to which, among other things, New Grantor has become obligated on all of the Obligations; and

D. Pursuant to the Third Amendment, New Grantor has agreed to join in and become a Grantor under the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, as appropriate.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT  
COLLATERAL

2.1 New Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of New Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Party, and grants to the Agent, for the benefit of the Secured Party, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of New Grantor (the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by New Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

SECTION 3. GRANT OF SECURITY INTEREST IN TRADEMARK  
COLLATERAL

3.1 New Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of New Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Party, and grants to the Agent, for the benefit of the Secured Party, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of New Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by New Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

#### SECTION 4. SECURITY AGREEMENT

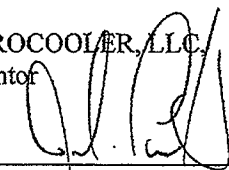
4.1 The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and New Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, New Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ENVIROCOOLER, LLC  
as Grantor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, New Grantor has caused this Patent and  
Trademark Security Agreement to be executed and delivered by its duly authorized offer  
as of the date first set forth above.

Very truly yours,

ENVIROCOOLER, LLC,  
as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL  
SERVICES, INC.,  
as Agent

By:  \_\_\_\_\_

Name: JIM GREGORY

Title: VICE PRESIDENT

SCHEDULE I  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

**PATENTS**

US	Granted	Insulated Shipping Containers	08/826275	27-Mar-1997	5924302	20-Jul-1999	27-Mar-2017
US	Granted	Insulated Shipping Containers	10/886310	07-Jul-2004	7028504	18-Apr-2006	07-Jul-2023
US	Granted	Insulated Shipping Containers	11/283155	18-Nov-2005	7225632	05-Jun-2007	07-Jul-2024
US	Pending	Insulated Shipping Container	11/739564	24-Apr-2007			07-Jul-2024

**TRADEMARKS**

US	Registered	AIR-LOCK	76/540958	29-Aug-2003	2972144	19-Jul-2005	19-Jul-2015
US	Published	AIR-LOCKER	77/210886	20-Jun-2007	2972144		
US	Registered	BIOSPHERE	76/540963	29-Aug-2003	2972145	19-Jul-2005	19-Jul-2015
US	Registered	CONVECTION-ENGINE	76/540957	29-Aug-2003	2972143	19-Jul-2005	19-Jul-2015
US	Registered	CRYOSPHERE	76/554413	27-Oct-2003	2949321	10-May-2005	10-May-2015
US	Pending	ENVIROCOOLANT	77/170197	01-May-2007			
US	Registered	ENVIROCOOLER	74/537679	14-Jun-1994	2044159	11-Mar-1997	11-Mar-2017
US	Registered	ICE-LOCKER	75/264909	27-Mar-1997	2371417	25-Jul-2000	25-Jul-2010