

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
Purcell Systems, Inc.		06/15/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo, National Association		
Street Address:	601 W 1st Avenue, Suite 900		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99201		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3534170	PURCELL SYSTEMS	
Registration Number:	3537126	RAC	
Registration Number:	3534173	SITEFLEX	
Registration Number:	3534172	FLEXSURE	
Registration Number:	3497103	FANATICAL SERVICE	
Serial Number:	78878747	PURCELL SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(503)778-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 778-2137		
Email:	davisl@lanepowell.com		
Correspondent Name:	Lisa M. Davis		
Address Line 1:	601 SW 2nd Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	105727.936		

OP \$165.00 3534170

NAME OF SUBMITTER:	Lisa M. Davis
Signature:	/lisa m. davis/
Date:	06/17/2009
Total Attachments: 10 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif source=Security Agreement#page9.tif source=Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 15th day of June 2009 by PURCELL SYSTEMS, INC., a Delaware corporation ("Pledgor"), in favor of WELLS FARGO, NATIONAL ASSOCIATION ("Bank").

1) Recitals.

Pledgor is entering into that certain Credit Agreement, dated of even date herewith, with the Bank (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement").

2) Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the UCC are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

"Event of Default" means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

"ITU Application" means a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

“Obligations” means, collectively, (a) all present and future Indebtedness of Pledgor to Bank; (b) all obligations of Pledgor and rights of Bank under this Agreement; and (c) all present and future obligations of Pledgor to Bank of other kinds. The word “Indebtedness” is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Pledgor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Pledgor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

“Power of Attorney” means a Special Power of Attorney in the form of Exhibit A attached hereto.

“Proceeds” means (a) any proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds includes, without limitation, moneys and checks. Except as expressly authorized in this Agreement, the right of Bank to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Bank to Pledgor’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“Trademark Act” means the U.S. Trademark Act of 1946, as amended. “USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Washington, D.C.

3) Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge of Bank of the creation or acquisition thereof. Pledgor and Bank hereby acknowledge and agree that with respect to any ITU Application included within the Collateral, to the extent such an ITU Application would under the Trademark Act be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4) Representations and Warranties. Pledgor hereby represents and warrants to Bank as follows:

a) Pledgor owns (or has the right to use) all of the Collateral and, whether the same are registered or unregistered, and to Pledgor’s knowledge, no such Collateral has been adjudged invalid or unenforceable.

b) Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

c) Except for liens expressly permitted pursuant to Section 2.15 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect.

5) Further Assignment Prohibited. Except to the extent permitted pursuant to the terms of the Credit Agreement, Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Bank's prior written consent.

6) Right to Inspect. Upon reasonable notice to Pledgor from Bank, Pledgor hereby grants to Bank, and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7) Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. § 287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8) Event of Default.

a) The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

b) Pledgor expressly acknowledges that Bank, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Bank the Power of Attorney, which Power of Attorney shall be held by Bank in escrow until the occurrence of an Event of Default.

c) During the existence of an Event of Default, Pledgor irrevocably authorizes and empowers Bank, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after

any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives to the extent permitted by law, and upon such terms and in such manner as Bank may deem advisable, Bank, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time, in each case, in accordance with applicable law. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Bank determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Bank shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Bank may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Bank may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order as Bank in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Bank shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9) Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Bank and, until so paid, shall be added to the principal amount of the Obligations.

10) Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Bank in writing, Pledgor shall have the duty to prosecute diligently (unless in Pledgor's reasonable judgment such prosecution will be unsuccessful or is otherwise unwarranted) any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations (other than contingent indemnity obligations) shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the

prior written consent of Bank, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11) Bank's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Bank in connection with the provisions of this Section 11, in the event Bank elects to join in any such action commenced by Pledgor.

12) Power of Attorney. Pledgor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, during the existence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13) Bank's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Bank may, but is not obligated to, upon giving reasonable notice to Pledgor, do so in Pledgor's name or in the name of Bank, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Bank, upon request, in full for all expenses, including attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

14) Additional Documents. Pledgor shall, upon written request of Bank, enter into such additional documents or instruments as may be required by Bank in order to effectuate, evidence or perfect the interest of Bank in the Collateral, as evidenced by this Agreement.

15) New Collateral. If, before the Obligations (other than contingent indemnity obligations) shall have been irrevocably paid in full and the Line Of Credit terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Bank prompt written notice thereof.

16) Modifications for New Collateral. Pledgor hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Bank's request, Pledgor shall execute any documents or instruments required by Bank in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17) Termination. At such time as the Obligations (other than contingent indemnity obligations) shall have been irrevocably paid in full, the Line of Credit commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Bank shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

18) No Waiver. No course of dealing between Pledgor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19) Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20) Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21) Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Bank. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

22) Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Bank. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the respective successors and assigns of the Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

23) Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement, if to Bank, mailed or delivered to it, addressed to the address of Bank specified in the Credit Agreement, at such other address as shall be designated by a party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Bank pursuant to any of the provisions hereof shall not be effective until received by the Bank.

24) Governing Law The provisions of this Agreement and the respective rights and duties of Pledgor and the Bank hereunder shall be governed by and construed in accordance with Washington law, without regard to principles of conflicts of laws.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 16125 E. Euclid Avenue
Spokane Valley, WA 99216

PURCELL SYSTEMS, INC.

By: *Rita Chao*
Its: Chief Executive Officer

This power of attorney is made pursuant to the Security Agreement, and Secured Party may only exercise such powers in connection with the exercise of Secured Party's remedies during the existence of an Event of Default under the Security Agreement and is subject to the terms and conditions thereof.

Dated: June 15, 2009.


PURCELL SYSTEMS, INC.

By: _____

Name: _____

Title: _____

SCHEDULE 1

PATENTS		
Name	Number	Issue Date
Remote Enclosure Systems and Methods of Production Thereof		
US, National Phase	7,269,030 B2	9/11/07
Canada, National Phase	2,461,029	8/9/05
Mexico, National Phase	254293	2/7/08
Continuation in Part of Remote Enclosure Systems and Methods of Production Thereof (CIP of 10/481,306 371 of PCT/US02/34800 benefits of 60/379,480)	7,230,836 B2	6/12/07
Divisional for Remote Enclosure Systems and Methods of Production Thereof 10/793,619 (DIV of 10/793,619, CIP of 10/481,306 371 of PCT/US02/34800 which claims benefit of 60/379480)	7,532,482	5/12/09
Divisional for Remote Enclosures Systems and Methods of Production Thereof (div. Of CIP)(div of 10/481,306 which is 371 of PCT/US02/34800 which claims benefit of 60/379,480)	7,310,234	12/18/07
Power Assemblies, Methods and Uses Thereof		
US, National Phase	10/517,727	
Internal Environmental Control Systems and Uses Thereof		
US, National Phase (benefit of 60/612,061)	11/230,691	
TRADEMARKS		
Name	Number	Registration Date
 (Purcell Systems logo)	3,534,170	11/18/08
Purcell Systems (Word)	78/878,747	
RAC	3,537,126	11/25/08
SiteFlex	2,534,173	11/18/08
FlexSure	3,534,172	11/18/08
Fanatical Service	3,497,103	9/2/08