

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
COOLSYSTEMS, INC.		05/21/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76267079	GAME READY	
Serial Number:	76533558	RECHARGE	
Serial Number:	76267078	GAME READY	
Serial Number:	75531835	COOLSYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-833-2247		
Email:	charlotte.fu@dlapiper.com		
Correspondent Name:	Charlotte X. Fu		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	329034-000400 (M.SCHWARTZ)		

CH \$115.00 76267079

NAME OF SUBMITTER:	Charlotte X. Fu
Signature:	/s/ Charlotte X. Fu
Date:	05/27/2010
Total Attachments: 5 source=Comerica_Coolsystems_IP Agreement#page1.tif source=Comerica_Coolsystems_IP Agreement#page2.tif source=Comerica_Coolsystems_IP Agreement#page3.tif source=Comerica_Coolsystems_IP Agreement#page4.tif source=Comerica_Coolsystems_IP Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 21, 2010 by and between COMERICA BANK ("Bank") and COOLSYSTEMS, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of December 4, 2007, as amended from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of May 14, 2008, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of July 14, 2009, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of January 4, 2010, that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of March 5, 2010 and that certain Fifth Amendment to Amended and restated Loan and Security Agreement dated as of May 21, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

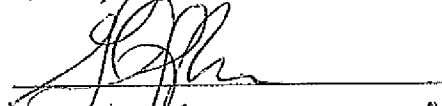
1201 Marina Village Parkway, Suite, 200
Alameda, CA 94501

Attn: Chief Executive Officer

COOLSYSTEMS, INC

By:

Title:



CHIEF FINANCIAL OFFICER

BANK:

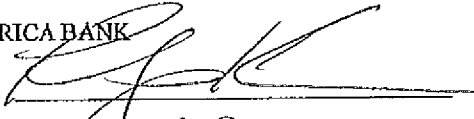
Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:

Title:



SVP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Control unit for applying cooling and compression	D574019	7/29/08
Wrist/hand conformal therapy component of an animate body heat exchanger	09771123	1/26/01
Foot/ankle conformal therapy component of an animate body heat exchanger	09771124	1/26/01
Conformal therapy component of an animate body heat exchanger having adjustable length tongue	09771125	1/26/01
Shoulder conformal therapy component of an animate body heat exchanger	09798261	3/1/01
Modular apparatus for therapy of an animate body	10848097	5/17/04
Flexible joint wrap	11707419	2/13/07
Make-brake connector assembly with opposing latches	11854352	9/12/07
Cap and vest garment components of an animate body heat exchanger	6178562	1/30/01
Therapy component of an animate body heat exchanger and method of manufacturing such component	6695872	2/24/04
Make-break connector for heat exchanger	6871878	3/29/05
Apparel including a heat exchanger	7107629	9/19/06
Compliant heat exchange panel	7198093	4/3/07
Wrist wrap for applying cooling and compression	D473315	4/15/03
Circumferential wrap for applying cooling and compression	D473948	4/29/03
Control unit for applying cooling and compression	D476996	7/8/03
Ankle wrap for applying cooling and compression	D477413	7/15/03
Apparel including a heat exchanger	D478708	8/26/03
Back wrap for applying cooling and compression	D504727	5/3/05
Hip and groin wrap for applying cooling and compression	D559393	1/8/08
Equine back wrap	D566908	4/15/08
Wire form bracket for use on a hospital bed or IV pole	D572044	7/1/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GAME READY	76267079	6/5/01
RECHARGE	76533558	7/30/03
GAME READY	76267078	6/5/01
COOLSYSTEMS	75531835	8/6/98